

Homeschooling Account Statement

Pg. 101 87

CUSTOMER INFORMATION

Name: William J Futrell
Account Number: 7432626646
Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
BRYANT IN 47326

Homecomings Financial

A GMAC Company

Visit us at www.homecomings.com for account information or to apply on-line.

03 23 07 08 29 0032524 20090421 0209109 HC REG 1 CZ DOM 0209100007 146316 HC

#BWNH3PY

#KW75550B09672#

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090



Customer Care Inquiries: 1-800-206-2901
Home Financing Needs: 1-877-695-3633

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	6646
Current Statement Date	April 20, 2009
Maturity Date	March 01, 2033
Interest Rate	9.7500%
Current Principal Balance*	\$71,406.71
Current Escrow Balance	\$0.00
Interest Paid Year-to-Date	\$1,744.21
Taxes Paid Year-to-Date	\$0.00

Details of Amount Due/Paid

Principal and Interest	\$657.25
Subsidy/Buydown	\$0.00
Escrow	\$0.00
Amount Past Due	\$1,314.50
Outstanding Late Charges	\$558.62
Other	\$172.25
Total Amount Due	\$2,702.62
Account Due Date	March 01, 2009

For Customer Care inquiries call: 1-800-206-2901

For Insurance inquiries call: 1-800-237-6787

For Payment Arrangements call: 1-800-799-9250

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PROP INSPECTION FEE	02/01/09	03/31/09	\$11.25						\$11.25
PD SPEEDPAY FEE	02/01/09	03/30/09	\$7.50						\$7.50
SPEEDPAY FEE	02/01/09	03/30/09	\$7.50						\$7.50
Payment	02/01/09	03/30/09	\$637.25	\$76.45	\$580.80				

***This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.**

Important News

If you are considering a new home purchase or refinancing your existing mortgage, we are here to help. Simply call the number above or visit our website for fast, convenient service.



Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number 6646
Current Statement Date April 20, 2009
Maturity Date March 01, 2031
Interest Rate 9.75000
Current Principal Balance \$71,406.76
Current Escrow Balance \$0.00
Interest Paid Year-to-Date \$1,744.25
Taxes Paid Year-to-Date \$0.00

For Customer Care inquiries call: 1-800-206-2901

For Customer Care inquiries call: 1-800-236-2351
For Insurance inquiries call: 1-800-237-6787

For Payment Arrangements call: 1-800-799-9250

Details of Amount Due/Paid

Principal and Interest	\$657.25
Subsidy/Buydown	\$0.00
Escrow	\$0.00
Amount Past Due	\$1,314.50
Outstanding Late Charges	\$558.62
Other	\$172.25
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See Reverse Side For Important Information

Mail This Portion With Your Payment

Mortgage Payment Coupon

Account Number	Due Date	Mortgage Payment	Total Amount Due	Amount Due With Late Fee if Received 15 Days AFTER Due Date
7432626646	03/01/09	\$657.25	\$2,702.62	\$690.11

Please assist Homecomings in applying your payment	
Full Payment(s)	\$ _____
ADDITIONAL Principal	\$ _____
ADDITIONAL Escrow	\$ _____

**Sign here to enroll in monthly ACH.
(See back for details.)**



Exhibit 1B

Homecomings Account Statement**CUSTOMER INFORMATION**

Name: William J Futrell
 Account Number: [REDACTED] 6646
 Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326

Homecomings Financial
 A GMAC Company

Visit us at www.homecomings.com for account information or to apply on-line.

03-29-07 08:29 0036369 20090519 E217109 HOREG 10Z DOM/E2171000/146315 -HC
 #BWNHJPY
 #KW75550B09672#

WILLIAM J FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090



Customer Care Inquiries: 1-800-206-2901
Home Financing Needs: 1-877-695-3633

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	[REDACTED] 6646
Current Statement Date	May 18, 2009
Maturity Date	March 01, 2031
Interest Rate	9.75000
Current Principal Balance*	\$71,329.69
Current Escrow Balance	\$0.00
Interest Paid Year-to-Date	\$2,324.43
Taxes Paid Year-to-Date	\$0.00

For Customer Care inquiries call: 1-800-206-2901
 For Insurance inquiries call: 1-800-237-6787
 For Payment Arrangements call: 1-800-799-9250

Details of Amount Due/Paid

Principal and Interest	\$657.25
Subsidy/Buydown	\$0.00
Escrow	\$0.00
Amount Past Due	\$1,314.50
Outstanding Late Charges	\$591.48
Other	\$183.50
Total Amount Due	\$2,746.73
Account Due Date	April 01, 2009

6-2-09 APRIL PAYMENT 657.25
 183.50
 669.75

CONFIRM #

002 6914 8678

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PD SPEEDPAY FEE	03/01/09	04/30/09	\$12.50						\$12.50
SPEEDPAY FEE	03/01/09	04/30/09	\$12.50						\$12.50
Payment	03/01/09	04/30/09	\$657.25	\$77.07	\$580.18				
PROP. INSPECTION FEE	02/01/09	04/29/09	\$11.25						\$11.25

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Important News

Protect your family today with \$3,000 accidental death coverage for one full year, at no cost to you! Please see the enclosed for more information on the optional accidental death insurance coverage.

If you are considering a new home purchase or refinancing your existing mortgage, we are here to help. Simply call the number above or visit our website for fast, convenient service.

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090



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Mortgage Payment Coupon

Account Number	Due Date	Mortgage Payment	Total Amount Due	Amount Due With Late Fee If Received 15 Days AFTER Due Date	Homecomings Financial						
74326646	04/01/09	\$657.25	\$2,746.73	\$690.11							
<p>WILLIAM J FUTRELL</p> <p>Please assist Homecomings in applying your payment</p> <table border="1"> <tr> <td>Full Payment(s) \$</td> <td>Sign here to enroll in monthly ACH. (See back for details.)</td> </tr> <tr> <td>ADDITIONAL Principal \$</td> <td></td> </tr> <tr> <td>ADDITIONAL Escrow \$</td> <td></td> </tr> </table>						Full Payment(s) \$	Sign here to enroll in monthly ACH. (See back for details.)	ADDITIONAL Principal \$		ADDITIONAL Escrow \$	
Full Payment(s) \$	Sign here to enroll in monthly ACH. (See back for details.)										
ADDITIONAL Principal \$											
ADDITIONAL Escrow \$											

Homecomings Financial

A GMAC Company
PO Box 205
Waterloo, IA 50704-0205

05/04/09

026930-003039

WILLIAM J FUTRELL

8391 N 550 W

BRYANT IN 47326

RE: Account Number [REDACTED] 6646
Property Address 8391 N 550 W

BRYANT IN 47326

Dear WILLIAM J FUTRELL

Our records indicate the above-referenced mortgage loan is in default.

Your account is due for 04/01/09, and succeeding payments. This is a demand for payment of the total amount due and owing as of the date of this letter, which is as follows:

Payments	\$	1314.50
Late Charges	\$	558.62
Fees, Costs, and other amounts accrued to date	\$	183.50
Suspense	\$	0.00
Total Amount Due	\$	2056.62

You may cure the default by paying the total amount due, indicated above, within thirty (30) days from the date of this letter. You are also responsible for paying any additional payments, fees, and charges that become due during this 30-day period. Payments must be made in certified funds or cashier's check. If funds tendered are not honored for any reason, the default will not be cured. Our acceptance of any funds less than the total amount due shall not constitute a waiver of our rights and/or remedies under the loan documents or applicable law.

(continued on back)

Homecomings Financial

Pg 6 of 87

A GMAC Company
 PO Box 205
 Waterloo, IA 50704-0205
 1-800-206-2901

ATTN:
 Lynn Jones
 97042-0000028-001
 WILLIAM J FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090

Important Note: In accordance with RESPA requirements, this notice is being sent as a result of the review completed on your escrow account.

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

ACCOUNT NUMBER: 6646

PROPERTY ADDRESS:
 8391 N 550 W
 BRYANT IN 47326

★ ANALYSIS DATE: JUNE 17, 2009

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section 1:

DESCRIPTION	NEXT DUE DATE	ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT	AMOUNT(S) USED IN PRIOR ANALYSIS
* FIRE COUNTY	NOVEMBER 2009	1,352.53	0.00
COUNTY	NOVEMBER 2009	64.19	0.00
	MAY 2010	82.93	0.00
★ TOTAL ANNUAL DISBURSEMENTS:		1,499.65	0.00
TOTAL ESCROW PAYMENT:		124.97	0.00

The amounts above are based on either an estimate previously provided or the amount last disbursed.

NOTE: If you pay the escrow shortage amount of \$1,249.71, your new total payment will automatically be adjusted to \$782.22 effective with your AUGUST 01, 2009 payment. If you do not pay the shortage, your total payment effective AUGUST 01, 2009 will be \$886.36.

Payment change:

- * Escrow
- * Surplus/Shortage
- Escrow Shortage Spread 12 Months
- * Total
- Principal/Interest
- * Total Payment

	New	Prior Analysis
124.97	0.00	
104.14	0.00	
229.11	0.00	
657.25	657.25	
886.36	657.25	

Depending on the timing of when your next billing notice is released, you may not see the payment change until the following billing notice.

For details about the difference between the old and new payment amounts, please reference the ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT and AMOUNT(S) USED IN PRIOR ANALYSIS columns listed above.

Any questions regarding changes in the "Estimated Amount of Next Disbursement" should be directed to your Tax Authority and/or Insurance Company.

To reach our insurance department call: 1-800-237-6787.

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

If you are utilizing a military allotment, or third-party company to make payments on your behalf, please notify your service of any payment changes.

PLEASE KEEP THIS ESCROW ANALYSIS FOR COMPARISON TO NEXT YEAR'S STATEMENT.

Section 1:

<u>DESCRIPTION</u>	<u>NEXT DUE DATE</u>	<u>ESTIMATED AMOUNT(S) OF NEXT DISBURSEMENT</u>	<u>AMOUNT(S) USED IN PRIOR ANALYSIS</u>
* FIRE COUNTY COUNTY	NOVEMBER 2009	1,352.53	0.00
	NOVEMBER 2009	64.19	0.00
	MAY 2010	82.93	0.00
		TOTAL ANNUAL DISBURSEMENTS:	0.00
		TOTAL ESCROW PAYMENT:	0.00
		1,499.65	
		<u>124.97</u>	0.00

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Payment change:

* Escrow
K Surplus/Shortage
Escrow Shortage Spread 12 Months

* Total Principal/Interest
* Total Payment

	<u>New</u>	<u>Prior Analysis</u>
Escrow Shortage	124.97	0.00
Escrow Shortage Spread 12 Months	104.14	0.00
Total Principal/Interest	229.11	0.00
Total Payment	657.25	657.25
	<u>886.36</u>	657.25

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To reach our insurance department call: 1-800-237-6787.

By sending your check, please be aware that you are authorizing us to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on the check. This electronic debit will be for the amount of your check.

If you are utilizing a military allotment, or third-party company to make payments on your behalf, please notify your service of any payment changes.

NOTE — you must use the below address when remitting your escrow shortage payment

THIS COUPON MUST ACCOMPANY YOUR ESCROW SHORTAGE PAYMENT

Homecomings Financial
A GMAC Company

THIS IS NOT A CHECK

NOTE — you must use this address when remitting your escrow shortage payment

Account Number	Shortage Amount
7432626646	1,249.71

Total Amount Enclosed \$

WILLIAM J FUTRELL

XXXXXXXXXXXXXXXXXXXX

To mail, add the escrow shortage amount of \$1,249.71. Your

Exhibit 4B

2 of 4

184531

ANALYSIS TYPE: 1/6 AGGREGATE
 PROJECTED ESCROW BALANCE AS OF: JULY 31, 2009

ACCOUNT NUMBER: 76646
 -82.93 *

* Projected balance reflects all receipts and disbursements made prior to the date of analysis and all mortgagor payments and disbursements anticipated to be made prior to the effective date of analysis.

DATE	RECEIPTS	PROJECTED DISBURSEMENTS	CUR. BAL. PROJECTIONS	REQ. BAL. PROJECTIONS
PROJECTED BALANCE			82.93-	1,166.78
08/01/09	124.97	.00	42.04	1,291.75
09/01/09	124.97	.00	167.01	1,416.72
10/01/09	124.97	.00	291.98	1,541.69
11/01/09	124.97	1,352.53-	935.58-	314.13
11/01/09	.00	64.19-	999.77-	249.94 L
12/01/09	124.97	.00	874.80-	374.91
01/01/10	124.97	.00	749.83-	499.88
02/01/10	124.97	.00	624.86-	624.85
03/01/10	124.97	.00	499.89-	749.82
04/01/10	124.97	.00	374.92-	874.79
05/01/10	124.97	82.93-	332.88-	916.83
06/01/10	124.97	.00	207.91-	1,041.80
07/01/10	124.97	.00	82.94-	1,166.77

Current Escrow Balance: 82.93-			
Esc Rcvts to Eff Dt		Esc Disb Prior to Eff Dt	
Due Dt	Due Amt	Disb Date	Disb Amt
05/09	.00		
06/09	.00		
07/09	.00		

*Indicates Sum of Remaining Escrow Payments &/or Escrow Disbursements to Effective Date.

L ANTICIPATED LOW POINT FOR ANALYSIS PERIOD:
 -999.77

MAXIMUM PERMITTED LOW-POINT: (EXCLUDING MIP)
 249.94

Section 3:	→	SHORTAGE	1,249.71
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ESCROW ACCOUNT ACTIVITY (AUGUST 01, 2008 - JULY 31, 2009)

DATE	TXN	PREV PROJ AMOUNT	PREV PROJ BALANCE	TXN	ACTUAL AMOUNT	ACTUAL BALANCE
BEGINNING BALANCE			.00			.00
08/01/08		.00	.00		.00	.00
09/01/08		.00	.00		.00	.00
10/01/08		.00	.00		.00	.00
11/01/08		.00	.00		.00	.00
12/01/08		.00	.00		.00	.00
01/01/09		.00	.00		.00	.00
02/01/09		.00	.00		.00	.00
03/01/09		.00	.00		.00	.00
04/01/09		.00	.00		.00	.00
05/01/09		.00	.00		.00	.00
06/01/09		.00	.00	TAX	82.93-	82.93-
07/01/09		.00	.00		.00	82.93-

3 of 4

Filed 10/22/13 Entered 10/24/13 14:49:12 Exhibit

*Indicates Sum of Remaining Escrow Payments
&/or Escrow Disbursements to Effective Date.

L ANTICIPATED LOW POINT FOR ANALYSIS PERIOD
-999.77

MAXIMUM PERMITTED LOW-POINT: (EXCLUDING MIP)
249.94

ctio

SHORTAGE

1,249.71

ESCROW ACCOUNT ACTIVITY (AUGUST 01, 2008 - JULY 31, 2009)

<u>DATE</u>	<u>TXN</u>	<u>PREV PROJ AMOUNT</u>	<u>PREV PROJ BALANCE</u>	<u>TXN</u>	<u>ACTUAL AMOUNT</u>	<u>ACTUAL BALANCE</u>
GINNING	BALANCE		.00			.00
/01/08		.00	.00		.00	.00
/01/08		.00	.00		.00	.00
/01/08		.00	.00		.00	.00
/01/08		.00	.00		.00	.00
/01/08		.00	.00		.00	.00
/01/09		.00	.00		.00	.00
/01/09		.00	.00		.00	.00
/01/09		.00	.00		.00	.00
/01/09		.00	.00		.00	.00
/01/09		.00	.00		.00	.00
/01/09		.00	.00		.00	.00
/01/09		.00	.00	TAX	82.93-	82.93-
/01/09		.00	.00		.00	.00

ACCOUNT NUMBER: 76646

WILLIAM J FUTRELL

Dear Homeowner(s):

As you know, we are the servicer for your mortgage loan. We maintain an escrow account for your loan. Part of your monthly payment is an escrow payment. We use that money to pay your escrow items. These items may include property taxes, hazard insurance, ground rents and other expenses as described in your mortgage contract.

The amount of your escrow payment depends upon the way we classified your contract. We have classified your contract as a "One Sixth Aggregate Cushion Contract." Under this kind of contract, we have estimated the amount of your future bills for escrow items. We have projected your account balance for the next year. Your projected account balance will fall to 1/6 of the total amount of your escrow bills at least once during the projected year. For example, if your estimated bills for escrow items total \$2400, your projected account balance should drop to at least \$400 (1/6 of \$2400) during the projected year following the analysis. Actual results will often differ from the projections. Differences in amounts will be considered in your next escrow analysis.

★ We may improperly classify a few contracts. If you believe that we have incorrectly classified your contract, contact us at the phone number or address listed below.

If you have any questions concerning your escrow analysis, please contact us at the phone number or address listed below.

Homecomings Financial, LLC
P.O. Box 205
Waterloo, IA 50704-0205

1-800-206-2901 (Toll Free Number)

Very truly yours,

... FINANCIAL LLC

CUSTOMER INFORMATION

Name: William J Futrell
 Account Number: 6646
 Home Phone #: (260)997-6976

PROPERTY ADDRESS

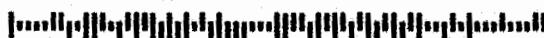
8391 N 550 W
 BRYANT IN 47326

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

11/25/09 11:00 3 0021359_20100219_JB182807.GMFRRB 2.0Z.DDM.JB18280900 146316 GM

#BWNHJPY
 #Kw7550B09672#



WILLIAM J FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090



For information about your existing account, please call: 1-800-766-4622.

For information about refinancing or obtaining a new loan, please call: 1-866-690-8322

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For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Details of Amount Due/Paid

Principal and Interest	\$657.25
Subsidy/Buydown	\$0.00
Escrow	\$50.83
Amount Past Due	\$4,956.56
Outstanding Late Charges	\$821.50
Other	\$237.22
Total Amount Due	\$6,723.36
Account Due Date	August 01, 2009

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PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
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*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Your special Repayment Plan request has been honored. Your next installment due is 03/01/10 in the amount of \$355.00.

As a reminder, there are no grace days on repayment plans. Any questions you have regarding this statement or your account may be directed to the number above.

CUSTOMER INFORMATION

Name: William J Futrell
 Account Number: [REDACTED] 6646
 Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

11/25/09 11:00:3 0021369 20100219 JB162867 GMFRD 2 OZ DOM JB162800097 146316 GM

#BNHJPY
 #KW75550B09672#

WILLIAM J FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090



Customer Care Inquiries: 1-800-766-4622
Home Financing Needs: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	[REDACTED] 6646
Current Statement Date	February 18, 2010
Maturity Date	March 01, 2031
Interest Rate	9.75000
Current Principal Balance*	\$71,015.09
Current Escrow Balance	\$499.49-
Interest Paid Year-to-Date	\$0.00
Taxes Paid Year-to-Date	\$0.00

Details of Amount Due/Paid

Principal and Interest	\$657.25
Subsidy/Buydown	\$0.00
Escrow	\$50.83
Amount Past Due	\$4,956.56
Outstanding Late Charges	\$821.50
Other	\$237.22
Total Amount Due	\$6,723.36
Account Due Date	August 01, 2009

For questions on the servicing of your account,
 call 1-800-766-4622.

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PROP INSPECTION FEE	07/01/09	02/03/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$1.53						\$1.53
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$13.00						\$13.00
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	07/01/09	02/01/10	\$11.25						\$11.25

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Your special Repayment Plan request has been honored. Your next installment due is 03/01/10 in the amount of \$355.00.

As a reminder, there are no grace days on repayment plans. Any questions you have regarding this statement or your account may be directed to the number above.

CUSTOMER INFORMATION

Name: William J Futrell
 Account Number: 6646
 Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

02111011003 00153320100611JF113805 GMREG 102DOM/JF11380000136316 GM



WILLIAM J FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090



For information about your existing account, please call: 1-800-766-4622.

For information about refinancing or obtaining a new loan, please call: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	6646
Current Statement Date	June 08, 2010
Maturity Date	March 01, 2031
Interest Rate	8.50000
Current Principal Balance*	\$76,626.45
Current Escrow Balance	\$0.00
Interest Paid Year-to-Date	\$1,153.35
Taxes Paid Year-to-Date	\$101.57

For Customer Care inquiries call: 1-800-766-4622
 For Insurance inquiries call: 1-800-256-9962
 For Payment Arrangements call: 1-800-850-4622

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$48.67
Amount Past Due	\$0.00
Outstanding Late Charges	\$0.00
Other	\$93.72
Total Amount Due	\$799.25
Account Due Date	August 01, 2010

No late fees
 Set
 Prop ad Inspection fees
 We don't have
 May
 Apr
 Feb
 Jan
 Dec 01

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Receipt	07/01/10	06/07/10				\$457.15			
PD CORP ADV 3 DRM	07/01/10	06/07/10	\$83.00						\$83.00
PD CORP ADV 3 DRM	07/01/10	06/07/10	\$83.00						\$83.00
PD CORP ADV 3 DRM	07/01/10	06/07/10	\$81.08						\$81.08
Receipt	07/01/10	06/07/10	\$247.08						
Receipt	09/01/09	06/02/10	\$204.23						
Receipt	09/01/09	06/02/10	\$500.00						
PROP INSPECTION FEE	09/01/09	05/28/10	\$11.25						\$11.25

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Have you considered refinancing to an FHA loan? You can borrow up to 97.5% of the current value of your home and reduce your mortgage payment with a low, fixed rate loan. Learn more at 877-528-3817.

Consider the Ally Bank 11 Month No Penalty CD with a fixed rate and no fee early withdrawal (not allowed in first six days). Call 877-247-ALLY (2559) and press "0" to speak to a real person.



Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	74326646
Current Statement Date	June 08, 2010
Maturity Date	March 01, 2031
Interest Rate	8.50000
Current Principal Balance*	\$76,626.45
Current Escrow Balance	\$0.00
Interest Paid Year-to-Date	\$1,153.35
Taxes Paid Year-to-Date	\$101.57

For Customer Care inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$48.67
Amount Past Due	\$0.00
Outstanding Late Charges	\$0.00
Other	\$93.72
Total Amount Due	\$799.25
Account Due Date	August 01, 2010

No late fees
Set
Prof
all Inspection fees
We dont have
May 2
Apr 6
Feb 6
Jan 0
Dec 0 L

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Receipt	07/01/10	06/07/10				\$457.15			
PD CORP ADV 3 DRM	07/01/10	06/07/10	\$83.00						\$83.00
PD CORP ADV 3 DRM	07/01/10	06/07/10	\$83.00						\$83.00
PD CORP ADV 3 DRM	07/01/10	06/07/10	\$81.08						\$81.08
Receipt	07/01/10	06/07/10	\$247.08						
Receipt	09/01/09	06/02/10	\$204.23						
Receipt	09/01/09	06/02/10	\$500.00						
PROP INSPECTION FEE	09/01/09	05/28/10	\$11.25						\$11.25

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Have you considered refinancing to an FHA loan? You can borrow up to 97.5% of the current value of your home and reduce your mortgage payment with a low, fixed rate loan. Learn more at 877-528-3817.

Consider the Ally Bank 11 Month No Penalty CD with a fixed rate and no fee early withdrawal (not allowed in first six days). Call 877-247-ALLY (2559) and press "0" to speak to a real person.

See Reverse Side For Important Information

Mail This Portion With Your Payment

Account Number	Due Date	Mortgage Payment	Total Amount Due	Amount Due With Late Fee If Received 15 Days AFTER Due Date	GMAC Mortgage
74326646	08/01/10	\$705.53	\$799.25	\$738.37	

WILLIAM J FUTRELL

Please assist GMAC Mortgage
in applying your payment

Full Payment(s)	\$
ADDITIONAL Principal	\$
ADDITIONAL Escrow	\$
Late Charge	\$

Sign here to enroll in monthly ACH.
(See back for details.)

GMAC MORTGAGE
PO BOX 9001719



Exhibit 6B

GMAC Mortgage Account Statement

PG 15 of 87

CUSTOMER INFORMATION

Name: William J Futrell
 Account Number: 740026646
 Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326

GMAC MortgageVisit us at www.gmacmortgage.com for account information or to apply on-line.

02/14/10 11:00:03 0010329 20100702 JC0027803 GMREQ 10Z.DDM.JC002780000146316 GM



WILLIAM J FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090



For information about your existing account, please call: 1-800-766-4622.

For information about refinancing or obtaining a new loan, please call: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	740026646
Current Statement Date	July 01, 2010
Maturity Date	March 01, 2031
Interest Rate	8.50000
Current Principal Balance*	\$76,626.45
Current Escrow Balance	\$0.00
Interest Paid Year-to-Date	\$1,153.35
Taxes Paid Year-to-Date	\$101.57

For Customer Care Inquiries call: 1-800-766-4622

For Insurance Inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$48.67
Amount Past Due	<i>Not late</i> \$0.00
Outstanding Late Charges	\$0.00
Other	\$93.72
Total Amount Due	\$799.25
Account Due Date	August 01, 2010

*What are the charges for
3024 7-23-10 705.53*

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week).

See back for automatic payment sign-up information and other payment options.

Important News

Have you considered refinancing your loan? With rates near historic lows, now may be the perfect time. Call 877-528-3817 today to have a refinancing specialist review your account.

The Ally Online Savings Account — No monthly fees, no minimum deposits and no minimum balance. Call us 24/7 at 1-877-247-2559 (ALLY) or visit www.allybank.com to open yours today.

10R6/21/10

Exhibit 7

CUSTOMER INFORMATION

Name: William J Futrell
 Account Number: **26646**
 Home Phone #: (280)997-8976

02/11/10 11:00:03 0003711 20100916 J1145001 GMREG 1 OZ DOM J11450000 145316 GM

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090

PROPERTY ADDRESS

8391 N 550 W
BRYANT IN 47326**GMAC Mortgage**Visit us at www.gmacmortgage.com for account information or to apply on-line.

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	26646
Current Statement Date	September 15, 2010
Maturity Date	March 01, 2031
Interest Rate	8.50000
Current Principal Balance*	\$76,397.46
Current Escrow Balance	\$97.34
Interest Paid Year-to-Date	\$2,238.08
Taxes Paid Year-to-Date	\$101.57

For Customer Care inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$48.67
Amount Past Due	\$0.00
Outstanding Late Charges	\$0.00
Other	\$93.72
Total Amount Due	\$799.25
Account Due Date	October 01, 2010

Call 2-morrow

FHA
FHA
g-g

FHA

1-800-225-5340

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PD SPEEDPAY FEE	09/01/10	09/15/10	\$7.50						\$7.50
SPEEDPAY FEE	09/01/10	09/15/10	\$7.50						\$7.50
Payment	09/01/10	09/15/10	\$705.53	\$114.90	\$541.96	\$48.67			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

The Ally Raise Your Rate CD: If rates go up, yours can too. Lock in a great rate, plus have the opportunity of a 1-time rate increase if the rate goes up. Call 877-247-ALLY (2559) to learn more.

CONFIRMATION # 2010 1015100939759

10-15-10 By phone

exhibit 8A

For information about refinancing or obtaining
 a new loan, please call: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	26646
Current Statement Date	September 15, 2010
Maturity Date	March 01, 2031
Interest Rate	8.50000
Current Principal Balance*	\$76,397.46
Current Escrow Balance	\$97.34
Interest Paid Year-to-Date	\$2,238.08
Taxes Paid Year-to-Date	\$101.57

For Customer Care inquiries call: 1-800-766-4622

For Insurance Inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$48.67
Amount Past Due	\$0.00
Outstanding Late Charges	\$0.00
Other	\$93.72
Total Amount Due	\$799.25
Account Due Date	October 01, 2010

Call 2-morrow
FHA

FHA
g.g

1-800-225-5342

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PD SPEEDPAY FEE	09/01/10	09/15/10	\$7.50						\$7.50
SPEEDPAY FEE Payment	09/01/10	09/15/10	\$7.50						\$7.50
	09/01/10	09/15/10	\$705.53	\$114.90	\$541.96	\$48.67			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week).

See back for automatic payment sign-up information and other payment options.

Important News

The Ally Raise Your Rate CD: If rates go up, yours can too. Lock in a great rate, plus have the opportunity of a 1-time rate increase if the rate goes up. Call 877-247-ALLY (2559) to learn more.

CONFIRMATION # 20101015100939759

10-15-10 By phone

713.03

See Reverse Side For Important Information

Mail This Portion With Your Payment

Account Number	Due Date	Mortgage Payment	Total Amount Due	Amount Due With Late Fee If Received 15 Days AFTER Due Date
7432626646 WILLIAM J FUTRELL	10/01/10	\$705.53	\$799.25	\$738.37

Please assist GMAC Mortgage in applying your payment	
Full Payment(s)	\$ 713.03
ADDITIONAL Principal	\$
ADDITIONAL Escrow	\$

Sign here to enroll in monthly ACH.
(See back for details.)

GMAC
Mortgage

GMAC MORTGAGE



Exhibit 8B

CUSTOMER INFORMATION

Name: William J FUTRELL
 Account Number: 26646
 Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

02/11/10 11:00:3 0004803 20101019 JJ166462 GMREG 10Z DOMJJ166460007 146315 GM

WILLIAM J FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090



For information about your existing account, please call: 1-800-766-4622.

For information about refinancing or obtaining a new loan, please call: 1-866-690-8322.

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	26646
Current Statement Date	October 18, 2010
Maturity Date	March 01, 2031
Interest Rate	8.50000
Current Principal Balance*	\$76,281.75
Current Escrow Balance	\$63.18
Interest Paid Year-to-Date	\$2,779.23
Taxes Paid Year-to-Date	\$184.40

For Customer Care Inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$48.67
Amount Past Due	\$0.00
Outstanding Late Charges	\$0.00
Other	\$93.72
Total Amount Due	\$799.25
Account Due Date	November 01, 2010

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PD SPEEDPAY FEE	10/01/10	10/16/10	\$7.50						\$7.50
SPEEDPAY FEE	10/01/10	10/16/10	\$7.50						\$7.50
Payment	10/01/10	10/16/10	\$705.53	\$115.71	\$541.15	\$48.67			
County Tax Paid	09/01/10	10/07/10	\$82.83			\$82.83			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

The Ally Bank Online Savings Account: named "Best Savings Account" in Money magazine, May 2010, ©Time, Inc. Call 1-877-247-2559 or visit www.allybank.com to open yours today.

See Reverse Side For Important Information

Exhibit 9A

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	7432626646
Current Statement Date	October 18, 2010
Maturity Date	March 01, 2031
Interest Rate	8.50000
Current Principal Balance*	\$76,281.75
Current Escrow Balance	\$63.18
Interest Paid Year-to-Date	\$2,779.23
Taxes Paid Year-to-Date	\$184.40

For Customer Care inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$48.67
Amount Past Due	\$0.00
Outstanding Late Charges	\$0.00
Other	\$93.72
Total Amount Due	\$799.25
Account Due Date	November 01, 2010

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
PD SPEEDPAY FEE	10/01/10	10/16/10	\$7.50						\$7.50
SPEEDPAY FEE	10/01/10	10/16/10	\$7.50						\$7.50
Payment	10/01/10	10/16/10	\$705.53	\$115.71	\$541.15	\$48.67			
County Tax Paid	09/01/10	10/07/10	\$82.83			\$82.83			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

The Ally Bank Online Savings Account: named "Best Savings Account" in Money magazine, May 2010, ©Time, Inc. Call 1-877-247-2559 or visit www.allybank.com to open yours today.

See Reverse Side For Important Information

Mail This Portion With Your Payment

Account Number	Due Date	Mortgage Payment	Total Amount Due	Amount Due With Late Fee If Received 15 Days AFTER Due Date
7432626646	11/01/10	\$705.53	\$799.25	\$738.37

WILLIAM J FUTRELL

Please assist GMAC Mortgage in applying your payment	
Full Payment(s)	\$
ADDITIONAL Principal	\$
ADDITIONAL Escrow	\$
Late Charge	\$
Other Fees (please specify)	\$
Total Amount Enclosed	\$

Sign here to enroll in monthly ACH.
(See back for details.)

GMAC
Mortgage

GMAC MORTGAGE
PO BOX 9001719
LOUISVILLE KY 40290-1719



GMAC Mortgage Account Statement**CUSTOMER INFORMATION**

Name: William J Futrell
 Account Number: 26646
 Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

02-11710-11003 0016001 20101119 JK177803 GMREG 1 OZ DOM JK17780000146316 GM



WILLIAM J. FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090



For information about your existing account, please call: 1-800-766-4622.

For information about refinancing or obtaining a new loan, please call: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	26646
Current Statement Date	November 18, 2010
Maturity Date	March 01, 2031
Interest Rate	8.50000
Current Principal Balance*	\$76,281.75
Current Escrow Balance	\$289.19-
Interest Paid Year-to-Date	\$2,779.23
Taxes Paid Year-to-Date	\$184.40

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$48.67
Amount Past Due	\$705.53
Outstanding Late Charges	\$32.84
Other	\$93.72
Total Amount Due	\$1,537.62
Account Due Date	November 01, 2010

For Customer Care inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Fire Ins Paid	10/01/10	11/16/10	\$352.37			\$352.37			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

This is a reminder that we have not received your current payment and a late charge has been assessed to your account. Please contact us at 800-850-4622 to make payment arrangements.

At this time you have an outstanding late charge balance of \$32.84. Please remit this amount with your payment for a total amount due of \$1,537.62.

Account Information

Account Number	7432626646	Principal and Interest	\$656.86
Current Statement Date	November 18, 2010	Subsidy/Buydown	\$0.00
Maturity Date	March 01, 2031	Escrow	\$48.67
Interest Rate	8.50000	Amount Past Due	\$705.53
Current Principal Balance*	\$76,281.75	Outstanding Late Charges	\$32.84
Current Escrow Balance	\$289.19-	Other	\$93.72
Interest Paid Year-to-Date	\$2,779.23	Total Amount Due	\$1,537.62
Taxes Paid Year-to-Date	\$184.40	Account Due Date	November 01, 2010

For Customer Care inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Fire Ins Paid	10/01/10	11/16/10	\$352.37			\$352.37			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

This is a reminder that we have not received your current payment and a late charge has been assessed to your account. Please contact us at 800-850-4622 to make payment arrangements.

At this time you have an outstanding late charge balance of \$32.84.
Please remit this amount with your payment for a total amount due of \$1,537.62.

See Reverse Side For Important Information And State Specific Disclosures

Mail This Portion With Your Payment

Account Number	Due Date	Mortgage Payment	Total Amount Due	Amount Due With Late Fee If Received 15 Days AFTER Due Date
7432626646	11/01/10	\$705.53	\$1,537.62	\$738.37

GMAC
Mortgage

Please assist GMAC Mortgage
in applying your payment

Full Payment(s) \$

ADDITIONAL Principal \$

ADDITIONAL Escrow \$

Late Charge \$

Other Fees (please specify) \$

Total Amount Enclosed \$

Sign here to enroll in monthly ACH.
(See back for details.)

GMAC MORTGAGE
PO BOX 9001719
LOUISVILLE KY 40290-1719



02 1110 7432626646 00070553 03284 22222 2

GMAC Mortgage Account Statement

CUSTOMER INFORMATION

Name: William J. Futrell
Account Number: 5440026646
Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
BRYANT IN 47326

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

02/11/10 11:00:3 0013902 20101221 L196804 GMREG 10Z DDMJL19800000 146316 GM

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090



For information about your existing account,
please call: 1-800-766-4622.

For information about refinancing or obtaining
a new loan, please call: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	6646
Statement Date	December 20, 2010
Maturity Date	March 01, 2031
Interest Rate	8.50000
Interest Paid Year-to-Date	\$2,779.23
Taxes Paid Year-to-Date	\$184.40
Escrow Balance	\$289.19-
Principal Balance(PB)*	\$76,281.75

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$48.67
Amount Past Due	\$1,411.06
Outstanding Late Charges	\$65.68
Other	\$93.72
Total Amount Due	\$2,275.99
Account Due Date	November 01, 2010

For Customer Care inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

1589-21 Dec 12-31-10

Conf # 20101230106283549

Account Activity Since Last Statement

***This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week).**

Important News

Happy Holidays! Your Annual Loan Statement (Form 1098) Information will be mailed with your mortgage account statement in January to the address above. In addition, you can obtain year-end tax information at www.gmacmortgage.com as early as 1/5/2011. Our office hours for customer service and payment processing on Friday, 12/31/2010 will be 6:00AM - 7:00PM CT. Payments received after 7:00PM CT on 12/31 will be posted in 2011 for tax purposes.

Exhibit 11

GMAC Mortgage

CUSTOMER INFORMATION

Name: WILLIAM J FUTRELL
 Account Number: 76646
 Home Phone #: (260)997-6976

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326

10/22/09 13:30:3 0007364 20110114 KA1342002 GMREGX 1 OZ DOM KA13420000146316 GM



WILLIAM J FUTRELL
 8391 N 550 W
 BRYANT IN 47326-9090



3172
 705.53
 2-3-11

For Customer Care inquiries call: 1-800-766-4622
 For Insurance inquiries call: 1-800-256-9962

MESSAGES

Please see your 1098 Mortgage Interest Statement below. For your convenience, we have printed this information on an easily detachable form.

See Reverse Side For Important Information And State Specific Disclosures

Details of Amount Due/Paid

Account Number	76646
Statement Date	January 10, 2011
Interest Rate	8.50000
Interest Paid Year-to-Date	\$538.67
Taxes Paid Year-to-Date	\$0.00
Escrow Balance	\$143.18-
Principal Balance(PB)*	\$75,929.67

Principal and Interest	\$656.86
Subsidy/buydown	\$0.00
Escrow	\$48.67
Additional Products/Services	\$0.00
Amount Past Due	\$0.00
Outstanding Late Charges	\$0.00
Other	\$0.00
Total Amount Due	\$705.53
Account Due Date	February 01, 2011

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Payment	01/01/11	01/10/11	\$705.53	\$118.19	\$538.67	\$48.67			
PD SPEEDPAY FEE	12/01/10	12/31/10	\$7.50						\$7.50
SPEEDPAY FEE	12/01/10	12/31/10	\$7.50						\$7.50
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25
PD PROP INSPECTION FEE	12/01/10	12/31/10	\$11.25						\$11.25

Mortgage Account Statement

19240187

CUSTOMER INFORMATION

Name: William J Futrell
 Account Number: 6646
 Home Phone #: (765)288-0600

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326



Visit us at ocwen.mortgagelandsite.com
 for account information.

02/11/10 11:00:3 0002415 20130719 MG172101 CCREG 202 DOM MG17210000 146316 GM



WILLIAM J FUTRELL
 THOMAS D MARAGOLIS, ATTORNEY AT LAW
 125 E CHARLES ST
 MUNCIE IN 47305-2478



Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	6646
Statement Date	July 18, 2013
Maturity Date	March 01, 2031
Interest Rate	8.50000
Interest Paid Year-to-Date	\$0.00
Taxes Paid Year-to-Date	\$117.32
Escrow Balance	\$0.00
Principal Balance(PB)*	\$75,326.06

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$0.00
Amount Past Due	\$16,421.50
Outstanding Late Charges	\$0.00
Other	\$0.00
Total Amount Due	\$17,078.36
Account Due Date	July 01, 2011

For Customer Care inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Receipt	06/01/11	06/24/13	\$332.00						
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$18.25						\$18.25
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$13.00						\$13.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$20.00						\$20.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$21.75						\$21.75
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$13.00						\$13.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$13.00						\$13.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$21.75						\$21.75
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$14.75						\$14.75

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Attention Military Families! We are committed to doing what we can to support our customers in the military. If you or a member of your family are in the military and are experiencing a financial hardship, please contact us at 866-961-1412 or email us at Military.Families@mortgagelandsite.com to discuss your situation and identify possible alternatives.

100% of the funds received from this program will be used to help military families.

Exhibit 13A

Account Information

Account Number	██████████6646
Statement Date	July 18, 2013
Maturity Date	March 01, 2031
Interest Rate	8.50000
Interest Paid Year-to-Date	\$0.00
Taxes Paid Year-to-Date	\$117.32
Escrow Balance	\$0.00
Principal Balance(PB)*	\$75,326.06

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$0.00
Amount Past Due	\$16,421.50
Outstanding Late Charges	\$0.00
Other	\$0.00
Total Amount Due	\$17,078.36
Account Due Date	July 01, 2011

For Customer Care inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Receipt	06/01/11	06/24/13	\$332.00						
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$18.25						\$18.25
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$13.00						\$13.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$20.00						\$20.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$21.75						\$21.75
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$13.00						\$13.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$13.00						\$13.00
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$21.75						\$21.75
PD PROP INSPECTION FEE	06/01/11	06/24/13	\$14.75						\$14.75

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Important News

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See Reverse Side And Additional Pages For Important Information And State Specific Disclosures

PAGE 2 OF 2 PAGES

Mail This Portion With Your Payment

Non-Mailable Payment Coupon

Account Number	Due Date	Mortgage Payment	Total Amount Due	Amount Due With Late Fee if Received 15 Days AFTER Due Date
██████████6646	07/01/11	\$656.86	\$17,078.36	\$656.86



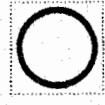
Please assist us in applying your payment	
Full Payment(s)	\$ _____
ADDITIONAL Principal	\$ _____
ADDITIONAL Escrow	\$ _____
Late Charge	\$ _____
Other Fees (please specify)	\$ _____
Total Amount Enclosed	\$ _____

Sign here to receive information on monthly ACH. See back for details.

OCWEN LOAN SERVICING, LLC



Exhibit + 13 A 2

Mortgage Account Statement**CUSTOMER INFORMATION**

Name: William J Futrell
 Account Number: 76646
 Home Phone #: (765)288-0600

PROPERTY ADDRESS

8391 N 550 W
 BRYANT IN 47326

Visit us at ocwen.mortgagebanksite.com
 for account information.

02/11/10 11:00:03 0002415 20130719 MG172101 OCREG 202.DDM MG17210001146316 GM



WILLIAM J FUTRELL
 THOMAS D MARAGOLIS, ATTORNEY AT LAW
 125 E CHARLES ST
 MUNCIE IN 47305-2478



Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number	76646
Statement Date	July 18, 2013
Maturity Date	March 01, 2031
Interest Rate	8.50000
Interest Paid Year-to-Date	\$0.00
Taxes Paid Year-to-Date	\$117.32
Escrow Balance	\$0.00
Principal Balance(PB)*	\$75,326.06

Details of Amount Due/Paid

Principal and Interest	\$656.86
Subsidy/Buydown	\$0.00
Escrow	\$0.00
Amount Past Due	\$16,421.50
Outstanding Late Charges	\$0.00
Other	\$0.00
Total Amount Due	\$17,078.36
Account Due Date	July 01, 2011

For Customer Care inquiries call: 1-800-766-4622

For Insurance inquiries call: 1-800-256-9962

For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Fee Waived	06/01/11	07/02/13	\$83.00						\$83.00-
PD CORP ADV 3 DRM	06/01/11	07/02/13	\$83.00						\$83.00-
PD CORP ADV 3 DRM	06/01/11	06/26/13	\$83.00						\$83.00
PD CORP ADV 3 DRM	06/01/11	06/26/13	\$83.00						\$83.00
PD CORP ADV 3 DRM	06/01/11	06/26/13	\$83.00						\$83.00
Receipt	06/01/11	06/26/13	5332.00						
Receipt	06/01/11	06/24/13	\$1,345.92						
Receipt	06/01/11	06/24/13	\$100.17						
						\$1,345.92			
						\$100.17			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

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Taxes Paid Year-to-Date

Total Amount Due

\$117.32 Pg 27 of 87

Account Due Date

July 01, 2011

Escrow Balance \$0.00

Principal Balance(PB)* \$75,326.06

For Customer Care inquiries call: 1-800-766-4622**For Insurance inquiries call: 1-800-256-9962****For Payment Arrangements call: 1-800-850-4622****Account Activity Since Last Statement**

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Fee Waived	06/01/11	07/02/13	\$83.00						\$83.00-
PD CORP ADV 3 DRM	06/01/11	07/02/13	\$83.00						\$83.00-
PD CORP ADV 3 DRM	06/01/11	06/26/13	\$83.00						\$83.00-
PD CORP ADV 3 DRM	06/01/11	06/26/13	\$83.00						\$83.00-
PD CORP ADV 3 DRM	06/01/11	06/26/13	\$83.00						\$83.00-
Receipt	06/01/11	06/26/13	\$332.00						
Receipt	06/01/11	06/24/13	\$1,345.92				\$1,345.92		
Receipt	06/01/11	06/24/13	\$100.17				\$100.17-		

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

Important News

Attention Military Families! We are committed to doing what we can to support our customers in the military. If you or a member of your family are in the military and are experiencing a financial hardship, please contact us at 866-961-1412 or email us at Military.Families@mortgagebanksite.com to discuss your situation and identify possible alternatives.

See Reverse Side And Additional Pages For Important Information And State Specific Disclosures

PAGE 1 OF 2 PAGES

Mail This Portion With Your Payment

MAIL THIS PORTION WITH YOUR PAYMENT COUPON



OCEAN

Account Number	Due Date	Mortgage Payment	Total Amount Due	Amount Due With Late Fee if Received 15 Days AFTER Due Date
26646 WILLIAM J FUTRELL	07/01/11	\$656.86	\$17,078.36	\$656.86

Please assist us in applying
your payment

Full Payment(s)	\$
ADDITIONAL Principal	\$
ADDITIONAL Escrow	\$
Late Charge	\$
Other Fees (please specify)	\$
Total Amount Enclosed	\$

Sign here to receive information on
monthly ACH. See back for details.OCWEN LOAN SERVICING
PO BOX 860173
LOUISVILLE KY

THOMAS D MARGOLIS

Attorney at Law
309 N High Street
Muncie IN 47305
Telephone 765-288-0600

November 13, 2009

CCCS
Fax # 404-260-3342
Attn: Barbara Morris

Re: Loan Modification
William J Futrell
8391 N 55 W
Bryant IN 47362 Tel # 260-997-6976
Account # [REDACTED] 26646 GMAC Mortgage
Client ID # 2090501

Dear Ms Morris:

I was unable to have the email address recognized for reasons not immediately apparent to me at the instant time.

I have enclosed some of the relevant documents with regard to the mortgage.

There are the immediate responses to your telephone inquiry:

- 1 the original obligation was a **fixed** instrument;
- 2 NO bankruptcy;
- 3 The financials were all submitted to GMAC Mortgage;
- 4 NO PMI (insurance);
- 5 Taxes and Insurance have been paid, where that is part of the problem. The borrowed had the insurance and the property covered. That amount stated by GMAC was in excess of the actual amounts incurred by the borrower;
- 6 The utilities and similar expenses are up to date, based on my immediate knowledge;

There was the stated deadline from GMAC of the 15th, or the loan modification was off.

Again, I have enclosed documentation in the matter.

Sincerely,



Thomas D Margolis

Fax Message

From Thomas Margolis #

To GMAC 866-709-4744 Loss Mitigation
(acct # 7432626646 - MIKE VARLEY
Barbara Morris 404-260-3342 CCCS
(client id 2090501)
Lorna Ogala 240-699-3883 Fannie Mae

Re: William J Futrell

Acct # ~~7~~ 26646
8391 N 550 W
Bryant IN 47326
ssn **** * 0180

Date : December 2009

I AM ATTEMPTING TO WORK THROUGH THE LOAN MODIFICATION PROCESS. There have been the communications with the desired information for any modification, *and there has not been a response that there was something lacking for the modification.* *The lack of the signed Loan Modification document was only mentioned, and there are problems with that proposed document.*

GMAC was informed of the problem with the document, notably the escrow amount and the shortage. It went to property taxes and insurance. The property taxes are, and have been current.

There was a communication from the insurance person for the borrower that there had been NO lapse in insurance. That is and was part of the problem in the escrow amount as stated on the permanent loan modification. No one from GMAC acknowledged the problem with the insurance, EXCEPT Shelia (Loan Resolution Dept.). Carmen (Insurance Department) thereafter stated that there was no insurance on record. The conversation took place on 11/19/09.

There was no *forced place insurance* to be in place, and Shelia stated that she would *resubmit* the escrow for analysis. They called back on 11/30/09, and spoke to Jason. That statement from him was that there was no record as far back as 2007, and there was the need to speak to Escrow. Shelia stated one position and it was rebutted by Jason in the matter.

The transfer was to Customer Care, instead of Escrow (Rafael). That statement from him was that \$352.37 was the home owners insurance and it should not be \$1352.37. Rafael was going to do a *resubmission*. Everyone states a *five day* period to get something, yet nothing seems to move the process forward to the desired end, a loan modification.

Repeated requests were made for the person with the responsibility for the loan modification. That information has never been provided, rather the necessity to speak persons in different departments and nothing that ever got resolved from my information.

I was told that you (Mike Varney) stated to the borrower's spouse that it was NOT GMAC policy to disclose the name and the contact information of the underwriter in the matter. *You are requested to provide the name and the contact information for that person.*

If that is not possible for any reason, you are requested to submit the matter to someone at GMAC that is empowered to act in the matter. I am requesting a written response at 309 N High Street, Muncie IN 47305.

THOMAS D MARGOLIS
Attorney At Law
309 North High Street
Muncie IN 47305
Telephone 765-288-0600

October 30, 2009

GMAC Mortgage
Attn- Customer Care
P.O. Box 1330
Waterloo IA 50704-1330

Re: William J Futrell, customer
8391 N 55 W
Bryant IN 47362
Account # [REDACTED] 6646
Qualified Written Request

Dear Sir::

There was the letter of October 23, 2009, regarding the matter, which was a statement of the status of the matter, along with supporting documents.

There was no response to me, rather the customer contacted GMAC, in the Loss Mitigation division, stated a response was sent out on October 30, 2009. It was being sent to the customer, and is not received at this time.

There was the telephone contact with your representative, Johns, in the Loan Modification division, on October 30, 2009. The reason for the call was to find out what the payment was to be made. It digressed from there. They were told that the following:

1. *another* person stated that the deadline to send the sign loan modification was immediately, to be received by October 31, 2009, or go back to square one;
2. Another stated deadline of November 15, 2009 was stated by Johns;
3. As to payment, if the modification payment was not wanted, \$730.42, the **original** payment of \$886.36, would be reinstated;
4. **The original payment was never that, rather \$657.25;**
5. *Please provide supporting documentation for paragraph 3;*
6. IF the \$657.25 was paid, *then* no modification with the obligation to pay late fees and escrow shortages;

Page 2, William Futrell, October 30, 2009

7. The **October 14, 2009**, letter from GMAC congratulated them for their eligibility in the Home Affordable Modification, with page 2 words *If you fulfill the terms of the trial period including, but not limited to making any remaining trial period, we will waive ALL later charges ... [you were provided with this and other supporting document];*
8. Johnsby acknowledged the mailing from me and the objections stated based on the contradiction;
9. The customer called GMAC and followed the prompts and went to loan counseling, John?, where he stated that the payment would be determined when it was received by GMAC;
10. The proffered loan modification that GMAC presented provided for **\$730.42 (\$579.76 principal and interest and \$150.66 monthly escrow);**
11. There was a problem stated with the escrow payment \$150.66, *where that is excess, and he could pay the entire obligation for \$600 or less;*
12. There was the statement that GMAC was paying *homeowners insurance*, where that was not verified by any third party;
13. *You are requested to provide proof GMAC has made those stated payments for homeowners insurance, noting the amounts, dates and to whom.*

There has been the problem where the conflicting content, notably payment and interest rate.

Johnsby stated that they should *ignore* the **October 19, 2009**, mailing from GMAC, which noted in pertinent part: **interest rate of 9.75 and payment of \$888.36**. She made this statement on October 30, 2009. It also contained the **Qualified Written Request** information. This is all attached.

Each of these documents were previously provided in the October 23, 2009, mailing.

There was also the undated mailing, with the only date of June 17, 2009 as an *analysis date*. It contained the fire information and the escrow shortage statement of \$1,249.71. Romeo stated that they should *ignore* it. He was in the escrow department, and that is attached herein.

There was the statement that the GMAC authorization form is to be found at *Homecomings.com*. I went to that web site, where it led me to a web page, *gmacmortgage.com*. There was no evident prompt to any authorization form.

Their desire to have a loan modification under the MHA program, and as a fixed rate.

Again, Johnsby, stated that the deadline was **November 15, 2009**.

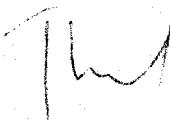
Page 3, William Futrell, October 30, 2009

A response from someone informed in the matter and authorized to make binding statements is requested by November 6, 2009.

Please indicate what, if any, federal entity is controlling in this matter.

This is being faxed to the number provided by GMAC. 566-769-4744

Sincerely,



Thomas D Margolis

TDM/le
Encl
Cc: William Futrell

Send file
to different
address

THOMAS D MARGOLIS
Attorney At Law
309 North High Street
Muncie IN 47305
Telephone 765-288-0600

GMAC
3451 Hammond Avenue
PO Box 780
Waterloo IA 50704-0760
Attn: Jenna Williams,

October 23 2011

Re: William J Futrell
8391 N 550 W
Bryant IN 47326
Account # [REDACTED] 6646

Dear Ms Williams:

This concerns the present status of the matter for the initial request for the loan modification, which expanded into a more complicated situation. That included the erroneous figures that were repeated, unsuccessful efforts to have corrected figures, loan modification agreements that were contradictory, confusing and misleading.

There were several people that were spoken to in different departments, where they were unresponsive and contradicted each other.

A starting point is the **Initial Escrow Account Disclosure Statement** of June 17, 2009, that was declared a problem. The noted figure was \$1,352.53, where the actual figure was \$352.53. It had the effect to raised the monthly sum from \$657.25, to \$886.36. [#1] There was a second sheet in the same mailing, as a cover letter. [#2] In pertinent part, ...we may improperly classify a few contacts. If you believe that we have incorrectly classified your account, contact us at the phone number or address listed below.

That came from Homecomings Financial LLC, which is a GMAC company.

They learned that there was the typo in January, 2010, where you indicated that fact to them. In the intervening time period, there were approximately 3-4 loan modifications presented. There was an either accept the modification or pay the sum of all of the late payments, late fee and pay escrow shortage of \$1,249.71, in full; OR be the subject of a foreclosure action.

Page 2, William J Futrell/GMAC

There was the notation that with the payment of the Shortage of \$1,249.71, there would be the payment of \$782.22. [#1] In any case, it was more than the prior sum of \$657.25.

The QWR dated October 30, 2009, and the letter of October 23, 2009, detail other concerns in this matter. They include charges that have been regularly collected, and neither explained nor accounted for by GMAC or any company.

I was shown the response from GMAC dated November 13, 2009, where there was no indication of a copy to Futrell. There is no recollection of the receipt of that letter or any enclosures.

I have the following requests: **send the copy of the mortgage note, settlement statement, mortgage, account payment history. There is the added request for the record of GMAC for the contacts from May, 2009, to the present. That would include but not limited to Romeo, Johns, LaToya, Debbie, and the different departments that were involved in this matter. It would include the contact person, what was presented, what the response was, and action from any person that was either to be done, or had been done in that log.**

In the efforts to address the issues in this matter, another employee of GMAC doubted you existed. He was responding to their statement that you had made arrangements for them to pay \$355.00 per month for three (3) months, about March, 2010. They paid the \$355 and that was returned to them as insufficient. Your response was reported to be *it was a misunderstanding on their part, and either pay the \$704 or lose the modification and maybe have another modification.*

They have a note that on November 16, 2009, *Carmen* in escrow that a payment of \$352.37 was made to Mutual Fire in French Township. Please provide any needed explanations in this matter, with any supporting documentations.

The written response is requested in fifteen (15) day, and there should be the name and contact information from a person with the authority to

Sincerely,

Thomas D Margolis
TDM/jh
Cc: William J Futrell

Encl. Analysis document of June 17, 2009
Cover letter with that notice/letters October 23, 30, December 30, 2009

William Futrell
8391 N 550 W
Bryant IN 47326

GMAC Mortgage
3451 Hammond Avenue
PO Box 780
Waterloo IA 50704
Attn: Mirela

April 14, 2012

Dear Mirela :

I have received the April 6, 2012 , letter concerning account number [REDACTED] 26646, for the property 8391 N 550 W, Bryant IN 47326.

That was sent to confirm the conversation of April 5, 2012.

There are the following questions:

1. What is the delinquent amount, with reference to paragraph 6?
2. What is this, a modification, repayment plan, other? (identify)
3. What is the principal amount of the mortgage, on which this is based?
4. What is the escrow, after the three (3) payment, assuming they are made as provided for, with reference to paragraph 5?
5. What is the interest rate, after the three (3) payment, with respect tp paragraph 5?
6. What are the payments, after the three (3) payment, with respect to paragraph 5?
7. What, if anything will be written off? And, IF so, how much? And from what?
8. What is the term of the agreement?
9. What, under this content, would be the total principal? The interest rate ? And the total interest paid under the proposal?
10. State the name of the owner of the mortgage?
11. Any other necessary disclosure in the matter? IF yes, so state them.

This may also be deemed a **Qualified Written Request** under the circumstances ?

Your prompt response is requested, in the light of the content of the April 6, 2012, letter.

Sincerely,

William J Futrell

ENCL APRIL 6 2012 ltr

Exhibit 18

THOMAS D MARAGOLIS
Attorney At Law
309 West Washington Street
Muncie IN 47305
Telephone 765-288-0600

August 31 2012

GMAC
3451 Hammond Avenue
PO Box 780
Waterloo IA 50704-0780
Attn:

Re: William Futrell
8391 N 550 W
Bryant IN 47326
Account #~~74326~~646

Dear

This is a QWR (Qualified Written Request) in the instant matter. It is an additional request, where matters remain outstanding.

This can not be complete, where essential portions shall be highlighted herein. A contact was made with Jenna in the Executive Offices for an agreed payment of \$355.00 per month. It was memorialized in the letter dated 2/8/10, with payments to be made to the Payment Processing Department. The agreed check was sent, dated 2/22/10. *That was followed up with a letter from Loss Mitigation Department/Loan Servicing, where that payment was deemed not in accordance with the agreement heretofore made.*

Two payment were accepted, before the third was returned. I sent her a letter in October, 2011. There was no actual responsive letter from her, rather a department of GMAC.

Another instance is with regard to the escrow where the mortgage was going from Homecoming to GMAC, both companies under the Residential Capital umbrella. Homecoming had the number 7432626646, and the GMAC had the number 7432626646. Homecoming had the value \$71,251.99, and GMAC had the value of \$73,341.47. Both was dated 6/10/09. Their respective addresses are both in Waterloo, IA, with different PO boxes.

There was a notice from Homecoming on the matter of insurance, where it was noted \$1,352.53, which was not corrected for approximately 9 months. An explanation was given, a typo. There was the referral to Balboa Insurance to address to matter, which is also a company under Residential Capital. The initial statement was made 6/17/09.

Page 2, William Futrell

There was a statement of the character of the mortgage was variable, not fixed. This is an incorrect statement, made 6/6/12.

Prior QWR's have been made, where those responsive contents were not in compliance with RESPA. In one instance, no name was given, and the number was given was 1-800-766-4622. That number is the general number got GMAC. That response was dated 11/3/09, and was contrary to RESPA. This was to Futrell.

There was a letter that was addressed to me, dated 11/13/09, had that above number and no contact person provided in that letter.

Repeated efforts were made for a loan modification, and the terms and conditions were being changed by GMAC and Homecoming, as appropriate. A new escrow analysis was requested, and there was none. The stated reason was "...Once the loan modification process is completed, a new analysis may be requested". This was in a GMAC letter dated 12/3/09.

There were loan modifications that were presented, however there were questions raised and no one in any department addressed the concerns, or provided a constructive resolution. Jenna, in the Executive Office, came the closest to a resolution, however there was no significant change in the interest rate and the difference in the existing payments and the offered payments were minimal.

The mortgagee was told by GMAC and/or Homecoming the mortgage was owned by Residential Capital, of which GMAC is a subsidiary; neither reported the value of the mortgage, notably after the stated transition date from Homecoming to GMAC heretofore referred to in this letter; the explanations were not readily understandable, and no one at GMAC was ever available to give a coherent and consistent explanation.

The compliance with RESPA, Regulation Z, Dodd-Frank requirements have been a consistent problem, where I believe that are additional requirements that have been ignored in the matter.

The request is that GMAC comply with all the controlling law, and provide all the responsive information. That would include the review of the account content in the instant matter, with appropriate remedial relief in the matter. RESPA and the other controlling law contain time frames, where GMAC should comply with the same.

Sincerely,

Thomas D Margolis
TDM/kj
Cc: William Futrell

2711 W Haskell Ave

THOMAS MARGOLIS
Attorney At Law
125 E Charles Street Suite 214
Muncie IN 47305
Telephone 765-288-0600

March 14, 2013

GMAC
3451 Hammond Ave.
PO Box 780
Waterloo, IA 50704
Attn: Heather McCully

Re: Qualified Written Request

William Futrell
8391 N 550 W
Account # [REDACTED] 2646

Dear Ms. McCully

There are matters regarding the instant matter. Prior requests have been sent concerning ongoing issues. A request was dated August 31, 2012, and those issues included matters of escrow and different parties with GMAC responding in contradictory and inconsistent ways.

Recent issues have been raised with regard to a modification, where the terms of the modification. They included interest that was 8.5%, with the change to 7.88% in the proposed modification for 2/8/13. Payments were \$704.56, that included escrow to \$637.90 as a proposed modified payment. The sum of \$656.86 was stated to be the principal and interest before modification.

There was an appraisal of the property in/about 2007, where the stated value was approximately \$55,000, with that modification denied because of an amount outstanding in excess of that. In the 2013 documents that GMA has sent, there is a stated value of \$64,955. That is stated to be the basis of any proposed modification for the current period of time.

There is a statement from the USDA that the value of the property is \$10,000 on any loan therein. The reason is that the property is not up to USDA code standards, and additional monies would have to spent for that purpose for the property.

I am informed that the USDA has made an appraisal, in the approximate sum of \$24,000. GMAC made an offer to sell the house outright for \$27,000, where there was the information in the possession of GMAC regarding his financial status.

Page 2, William Futrell, Qualified Written Request, March 14, 2013

The credit score noted on the GMAC documents is 496. That is incorrect, where they were advised that his score was significantly below that 496 figure.

As to the escrow analysis from June 2009, that was the genesis of the problems. The response of GMAC was inadequate, and the problem was thereafter compounded.

As per the controlling law in the matter, you are requested to respond to this Qualified Written Request as provided under the law.

Sincerely,

Thomas Margolis

TDM/kj

Cc: William Futrell

3/14
Ally Fin 11.16
cured
FedR rejected capital plan

7387 Wanted to use 96 pay off
stake Seem Treasury (pref)

8391 N 550 W
Baptist IN
47326

GMAC Mortgage

November 13, 2009

Thomas D Margolis Attorney at Law
Attention: Thomas D Margolis
309 H High Street
Muncie IN 47305

RE: Account Number **[REDACTED] 6646**
Borrowers Name William J Futrell
Property Address 8391 N 550 W
Bryant IN 47326

Dear Thomas D Margolis:

This letter serves as our response to your Qualified Written Request dated October 23, 2009 and received November 2, 2009 regarding the status of the account and request for documents.

We have enclosed a copy of the mortgage Note, Settlement Statement, and Mortgage. GMAC Mortgage has enclosed a copy of the account's payment history as required by the Real Estate Settlement Procedures Act ("RESPA").

Please be advised the account is under review for a loan modification. During this process the account will reflect contractual payments; therefore the borrower may receive delinquent notices. Any late charge waiver agreement will be waived until the loan modification has been completed and the account is current. The late charges are not waived after the trial period; they are waived when the permanent modification is executed.

Under the loan modification agreement, an escrow account needed to be added for taxes and homeowners insurance. Therefore any taxes and insurance due will be paid from the escrow which may cause a negative balance or shortage in the escrow account. The escrow monthly portion of \$229.11 consists of the yearly taxes and insurance divided by 12 and the escrow shortage of \$1,249.71 divided by 12 and added to the monthly payment.

November 13, 2009
Account Number **[REDACTED]6646**
Page Two

Our records indicate we have not received the loan modification documents from the borrower. Please have the borrower or you contact our Loss Mitigation Department at 1-800-850-4622 to re-review the account for loan modification or possible reset of the current modification. Please be advised the reset of the loan modification is not a guaranteed.

If you have any further questions, please contact Customer Care at 1-800-766-4622 between the hours of 6:00 am to 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

Enclosures

AD

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

11/13/09

WILLIAM J FUTRELL

8391 N 550 W

BRYANT IN 47326

RE: Account Number [REDACTED] 6646
Property Address 8391 N 550 W

BRYANT IN 47326

Dear **WILLIAM J FUTRELL**

Thank you for your inquiry regarding your account. We are currently processing your request and will respond in writing within 20 business days.

We apologize for any inconvenience this may cause. If you have any further questions, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

2:21

SGM
SGM
SGM

12/07/09
2 yrs paid on
120 - mo lead**GMAC Mortgage**

December 03, 2009

William J Futrell
8391 N 550 W
Bryant IN 47326RE: Account Number
Property Address

Fax # 1-866-709-4744

[REDACTED] 6646
8391 N 550 W
Bryant IN 47326

Dear William J Futrell:

This is in response to your request for a new escrow analysis to be performed on the above-referenced loan. Since your loan is being reviewed for a possible loan modification, we are unable to comply with this request. Once the loan modification process is completed, a new analysis may be requested.

If you have any further questions, please contact Customer Care at 1-800-766-4622, between the hours of 6:00 am to 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

CB

Allen
Loss Mod
& Loan #

Reent 2 Pay
Dec 8 Set up
Cancelled Mod
Paul Loss Mod
w/out get notice in me

GMAC Mortgage

January 12, 2010

Thomas D Margolis
309 North High Street
Muncie IN 47305

RE: Account Number [REDACTED] 6646
Borrower William J Futrell
Property Address 8391 N 550 W
Bryant IN 47326

Dear Thomas D Margolis:

This letter is in response to your loan modification and escrow inquiry on the above-referenced account.

Please be advised, under the investor guidelines, an escrow account is required to be established when the loan is modified. A new escrow analysis can not be completed because the account is handled by our Loss Mitigation Department and a loan modification is pending.

The borrower may refuse the pending loan modification and reapply for other loss mitigation options if they do not wish to accept the current agreement. However, there is no guarantee any further options will be available. If you have any questions you may contact our Loss Mitigation Department at 1-800-850-4622.

If you have any further questions, please contact Customer Care at 1-800-766-4622 between the hours of 6:00 am to 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

LR

~~DO NOT MAIL~~
3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

04/16/10

WILLIAM J FUTRELL

8391 N 550 W
BRYANT IN 47326

RE: Account Number **[REDACTED] 6646**
Property Address **8391 N 550 W**
BRYANT IN 47326

Dear WILLIAM J FUTRELL

The repayment plan we previously established at your request has been canceled for one or more of the following reasons:

- The payment received does not represent the correct amount as specified in the signed repayment agreement.
- The payment was not received by the payment due date as specified in the signed repayment agreement.
- The signed repayment agreement has not been received.
- The required contribution has not been received.

Notice -- This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

At this time, the default proceedings will resume. If you wish to discuss the status of your account or the canceled payment plan, please contact the Loss Mitigation Department at 800-850-4622, extension .

Loss Mitigation Department
Loan Servicing

5:86

Exhibit 24

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

05/03/10

WILLIAM J FUTRELL

8391 N 550 W
BRYANT IN 47326

RE: Account Number

[REDACTED] 646
8391 N 550 W
BRYANT IN 47326

Dear WILLIAM J FUTRELL

Enclosed please find GMAC Mortgage, LLC in the amount of \$355.00. These funds are being returned to you for the following reasons:

This represents zero of eight installments due at this time. Your account is due for 09/01/09. There may be alternatives available to help resolve the delinquency on your home. Please complete the enclosed financial form and return it to our office or call 800-850-4622.

Our records show payments on your account are required to be paid by certified funds. This means money orders, cashier's checks, or personal checks which have been certified at your local bank.

These funds are being returned to you because they do not represent the agreed-upon amount of the repayment plan.

Monthly mortgage payments are no longer acceptable on this account. The entire balance of your mortgage is due and the full payoff will need to be remitted.

Notice: This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced account, not as a personal liability.

Collection Department
Loan Servicing

7:73

5ago

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

05 13 10

WILLIAM J FUTRELL

8391 N 550 W
BRYANT 7326

RE-
Acco
Propri
6646
8391 N 550 W
BRYANT IN 47326

Dear WILLIAM J FUTRELL

The repayment plan we previously established at your request has been canceled for one or more of the following reasons:

- The payment received does not represent the correct amount as specified in the signed repayment agreement.
- The payment was not received by the payment due date as specified in the signed repayment agreement.
- [Modification] The signed repayment agreement has not been received.
- The required contribution has not been received.

Notice -- This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

At this time, the default proceedings will resume. If you wish to discuss the status of your account or the canceled payment plan, please contact the Loss Mitigation Department at 800-850-4622, extension .

Loss Mitigation Department Loan Servicing

5:86

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/18/10

WILLIAM J FUTRELL

8391 N 550 W

BRYANT IN 47326

RE: Repay Agreement
Account Number
Property Address

██████████
6646
8391 N 550 W

BRYANT IN 47326

Dear WILLIAM J FUTRELL

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOUR DEBT HAS BEEN DISCHARGED IN BANKRUPTCY, OUR RIGHTS ARE BEING EXERCISED AGAINST THE COLLATERAL FOR THE ABOVE-REFERENCED ACCOUNT, NOT AS A PERSONAL LIABILITY.

Your request for a repayment program to cure the delinquency on your account has been accepted. Please review the enclosed schedule, sign the original document, and return it to the address listed below. Failure to sign and return this form by the first installment due date as indicated on the schedule will result in immediate termination of the repayment program.

It is very important you fully understand the following provisions of this agreement:

1. Default notices will continue to be sent for the duration of the program.
2. Payments must be received on or before the due date of the repayment program.
3. All payments must be mailed to:

GMAC Mortgage, LLC
Attn: Payment Processing Department
PO Box 780
Waterloo, IA 50704-0780

Exhibit 27 A

02/18/10

Pg 50 of 87

Account Number ~~126646~~

Page Two

4. Your credit rating will be affected until your loan is in a current status. Once your loan is in a current status, it will report as current. However, any payment made during the repay will reflect as posted. Any delinquent information will continue to reflect on your account for seven years.
5. If your account is analyzed during the program for taxes and insurance, an adjustment may be required in your repayment amount.
6. It is possible outstanding fees have not yet been charged against your account (i.e.: bankruptcy, preservation, etc.) when this plan was established. An adjustment to the plan may be necessary.
7. If you file bankruptcy during the repayment period, the repay will automatically be voided. Any account activity must be discussed with the Bankruptcy Department once a bankruptcy filing has occurred.
8. **If you are an Auto Draft customer, the Auto Draft will stop during the repayment period and you will be required to issue your payment. Once your loan is current, it will be your responsibility to contact GMAC Mortgage, LLC to reactivate the Auto Draft option.**

This repayment program will be honored by GMAC Mortgage, LLC, if all the above described conditions and requirements are met. If at any time you fail to comply with any of the above described conditions and requirements, file bankruptcy, or remit a check with non-sufficient funds, this agreement will be considered null and void. The efforts to accelerate the debt will be resumed, and the foreclosure process will proceed without further notice of demand to you.

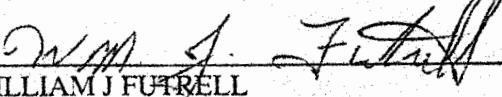
If this repayment program is canceled, terminated, or rescinded for any reason, funds remitted to us will not be refunded.

It is understood and agreed the default is not cured or waived by the acceptance of any monies paid hereunder.

If you have any questions please call our office at 800-850-4622.

Collection Department
Loan Servicing

In an effort to keep my/our home, I/we agree to make the payments indicated above and I/we fully understand all the provisions of the agreement.


WILLIAM J. FUTRELL

Date

6:33

Exhibit 27 B

GMAC MORTGAGE, LLC
PO Box 780

DATE 02/18/10

Waterloo

IA 50704-0780

REPAYMENT AGREEMENT-7432626646

----- MAIL -----

----- PROPERTY -----

WILLIAM J FUTRELL

8391 N 550 W

8391 N 550 W

BRYANT

IN 47326

BRYANT

IN 47326

PMT	PLAN PMT	PLAN PMT	AMOUNT TO	AMT TO	UNAPPLIED	FIRST/LAST	PMT APPLIED
NUM	DUUE DATE	AMOUNT	REG PMT	LC/UNCOL	BALANCE		
01	03/01/10	355.00	0.00	0.00	355.00		
02	04/01/10	355.00E	708.08	0.00	1.92	08/09	
03	05/01/10	355.00	0.00	0.00	356.92		
04	06/01/10	7881.18	7080.80	1157.30	0.00	09/09	06/10

PLAN TOTAL 8946.18

E - ESCROW CHANGE A - ALTERNATIVE LOAN P&I CHANGE B - BUYDOWN SUBSIDY CHANGE

000 COL 2502

WILLIAM J. FUTRELL
8391 N 550 W PH. 260-997-6976
BRYANT, IN 47326

2998

71-7615/2748

DATE

PAY TO THE
ORDER OF GMC Mortgage \$ 355.00
Three Hundred Fifty Five Dollars 00

Marion School Employees
Federal Credit Union
MARION, INDIANA 46852

FOR Repayment W.H. W.M. J. Futrell

GMAC Mortgage

5/20/2010

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326

Re: Account Number **[REDACTED] 6646**
8391 N 550 W
BRYANT IN 47326

Dear WILLIAM J FUTRELL

Congratulations! Your request for a loan modification has been approved subject to the following:

- Receipt of your contribution in the form of certified funds
- Receipt of the signed loan modification agreement and any attachments
- Receipt of clear title, if applicable

Highlights of the enclosed Loan Modification Agreement and instructions for completing and returning it are as follows:

- The contribution amount of \$ 704.23 in the form of certified funds, is due in our office by June 1, 2010.
- The interest rate is 8.50000%.
- The first modified payment begins August 1, 2010.

Principal and Interest	\$ 656.86
Escrow	\$ 48.67
Total Payment	\$705.53

All of the documents must be executed and the signatures must be exactly as the names are typed.

- The signed Loan Modification Agreement should be returned using the enclosed pre-paid overnight envelope.
- If any modification closing costs are more than projected, the difference will be assessed to the account.
- All miscellaneous fees and costs – excluding late charges – may not have been included in the loan modification and will remain outstanding.

We are NOT required to record the modification document; therefore, only your signature(s) are required. No notary is required.

The contribution and executed loan modification documents are due back by June 1, 2010. Please return to:

GMAC Mortgage, LLC
3700 J Street SW
Suite 222
Cedar Rapids, IA 52404

IMPORTANT! The loan modification will not be complete until we receive all properly executed documents and the contribution amount. If the modification is not completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

If you have any questions regarding this modification offer, please contact a modification specialist directly at 1-800-799-9250 Monday – Thursday 8:00 AM to 7:00 PM, Friday 8:00 AM to 5:00 PM, Central Time.

Loan Modification Specialist
Enclosures

Record & Return To:
GMAC Mortgage, LLC
Attention: Loss Mitigation
3451 Hammond Avenue
Waterloo, IA 50702
Custodian ID:
Investor Number: 004382951

[Space Above This Line For Recorder's Use]

FIXED RATE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this July 1, 2010 ("Effective Date") between WILLIAM J FUTRELL ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated February 23, 2001 in the original principal sum of Seventy Six Thousand Five Hundred Dollars and No Cents (\$ 76,500.00)executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of JAY County, IN. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 8391 N 550 W BRYANT IN 47326, which real property is more particularly described as follows:

(Legal Description – Attach as Exhibit if Recording Agreement)

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Seventy Six Thousand Six Hundred Twenty Six Dollars and Forty Five Cents (\$ 76,626.45). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date.

2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at the rate of 8.50000% per year from the Effective Date.

3: Borrower promises to make monthly principal and interest payments of \$ 656.86, beginning on August 1, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1, 2031 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such

as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

4. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Borrower will pay a late charge to Lender. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

5. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

6. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

7. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

8. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH

THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

William J. Estrell
WILLIAM J. ESTRELL

200 date of signing 10/24/13

GMAC Mortgage, LLC

By: Kristin M. Clegg
Limited Signing Officer
Limited Signing Officer

Date: _____

GMAC Mortgage

PO Box 780
Waterloo, IA 50704-078

DEBT VALIDATION LETTER

June 10, 2009

06-04-09 15:00 0032010 20090610 EF3RD106 Branch 1 DZ DOM EF3RD10000 146315 LT


WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326-9090

RE: Account Number: [REDACTED] 26646
Property Address: 8391 N 550 W
BRYANT,IN 47326

Dear William J Futrell:

You should have recently received a letter advising you that the servicing of your account has been transferred to GMAC Mortgage. As a result of this transfer, Federal law requires that we provide you with the following information.

GMAC Mortgage is servicing your account on behalf of RESIDENTIAL FUNDING CORP, which currently owns the interest in your account. As of June 4, 2009, the total amount of the debt is \$73,341.47. Interest, late charges, legal costs and fees and other charges may also be included in the total amount of the debt. Please note that because interest, late charges, and other charges may continue to accrue on this debt, the total amount you pay may be greater than the amount indicated above.

Federal law provides that you have thirty (30) days after you receive this letter to dispute the validity of this debt or any part of it. If you DO NOT wish to dispute this debt or any portion of it within this thirty-day period, we will assume the debt is valid. If you DO wish to dispute this debt, notify us in writing within the thirty-day period and verification of the debt or a copy of a judgment against you will be provided to you by mail. In addition, we will provide you with the name and address of your original creditor if you request it in writing within the same thirty-day period. Please send all written requests to:

GMAC Mortgage
Attention: Customer Care
P.O. Box 4622
Waterloo, IA 50704-4622

This is an attempt to collect a debt and any information obtained will be used for that purpose.

If you have been discharged of your personal liability for repayment of this debt, be advised that any action we may take, will be taken against the property only and not against you personally.

As required by law, you are hereby notified that: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

GMAC letter dated 6/04/09

Exhibit 28

Homecomings Financial

Pg 57 of 87

A GMAC Company
P.O. Box 205
Waterloo, IA 50704-0205

June 10, 2009

ATTN: Lynn Jones

GMAC Mortgage

P.O. Box 780
Waterloo, IA 50704-0780

Homecomings and GMAC Mortgage
Account Number: 61026646

Property Address
8391 N 550 W
BRYANT, IN 47326

06/04/08 15:00 0032010 20090610 EF3R0108 BrnoC-1 D2 DOM EF3R010000 146316 LT



WILLIAM J FUTRELL
8391 N 550 W
BRYANT, IN 47326-9090



Dear William J Futrell:

We are writing to notify you that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold, or transferred from Homecomings Financial, LLC ("Homecomings Financial") to GMAC Mortgage, LLC (GMAC Mortgage), effective July 1, 2009.

Please note that GMAC Mortgage and Homecomings Financial are affiliated companies. The only change to your mortgage account will be the name of your loan servicer. Your new loan payments will be made payable to GMAC Mortgage instead of Homecomings Financial. Your account number, place for payments, and all other information relating to your mortgage loan remains the same.

The assignment, sale, or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of the transfer. Your new servicer must also send you this notice no later than 15 days after this effective date. In this case, all necessary information is combined in this one notice.

As of June 4, 2009 your current principal balance is \$71,251.99, your current escrow balance is \$0.00, your current interest rate is 9.750%, your total monthly payment is \$657.25, and your next due date is 5/1/2009.

Your present servicer is Homecomings Financial.

Prior to July 1, 2009, if you have any questions regarding your account or the transfer of servicing, call Homecomings Financial's Customer Care Department toll free at 1-800-206-2901 between 6:00 am and 10:00 pm Central Time, Monday through Friday, and between 8:00 am and 2:00 pm Central Time, on Saturdays.

Your new servicer will be GMAC Mortgage.

Beginning July 1, 2009, if you have any questions regarding your account or the transfer of servicing, call GMAC Mortgage's Customer Care Department toll free at 1-800-766-4622 between 6:00 am and 10:00 pm Central Time, Monday through Friday, and between 8:00 am and 2:00 pm Central Time, on Saturdays.

For GMAC Mortgage Customer Inquiries

Beginning July 1, 2009, written inquiries regarding your account should be directed to GMAC Mortgage's Customer Care Correspondence Department at the following address:

GMAC Mortgage
PO Box 4622
Waterloo, IA 50704-4622

For GMAC Mortgage Customer Payments

The mailing address for payments will not change. Payments will be processed by Homecomings Financial if received prior to July 1, 2009 and will be processed by GMAC Mortgage if received after July 1, 2009. Please send all payments due on or after that date to GMAC Mortgage at the following address:

GMAC Mortgage
PO Box 780
Waterloo IA 50704-0780

or the address provided on your GMAC Mortgage billing statement.

For Homecomings Financial Website Customer Payments

Xhibit 29

Mod
GMAC Mortgage

October 14, 2009

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326

RE: Account Number **[REDACTED] 26646**
Property Address **8391 N 550 W**
BRYANT IN 47326

Dear WILLIAM J FUTRELL

Congratulations! You are eligible for a Home Affordable Modification. As previously described, if you comply with the terms of the Home Affordable Modification Trial Period Plan, we will modify your mortgage loan and waive all prior late charges that remain unpaid.

The enclosed Home Affordable Modification Agreement ("Modification Agreement") reflects the proposed terms of your modified mortgage. The approval is subject to the receipt of the signed and notarized loan modification agreement and any attachments and receipt of clear title, if applicable.

How to Accept This Offer:

STEP 1 COMPLETE AND RETURN THE ENCLOSED AGREEMENT BY THE DUE DATE

To accept this offer, you must sign and return both copies of the Modification Agreement to us in the enclosed, pre-paid envelope by 10/22/2009. If the Modification Agreement has notary provisions at the end, you must sign both copies before a notary public and return the notarized copies to us. We encourage you to make a copy of all documents for your records. If you do not send both signed copies of the Modification Agreement by the above date, you must contact us if you still wish to be considered for this program and have your loan modified.

STEP 2 CONTINUE TO MAKE YOUR TRIAL PERIOD PAYMENTS ON TIME

Be certain to make any remaining trial period payments on or before the dates they are due. If the trial period payments are made after their due dates or in amounts different from the amount required, your loan may not be modified.

REQUIRED: We are still in need of the following documentation to execute the modification agreement:

- All required documents have been received.

To better understand the proposed terms of your modified mortgage, please read the attached summary of your modified mortgage and the Modification Agreement.

they extended this deal!

We look forward to hearing from you no later than 10/22/2009.

Sincerely,

Loan Servicing
Enclosures

1807.92

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120.00
120.00*

See worksheet *as 81.57*

SUMMARY

Here is a summary of your modified mortgage.

NEW PRINCIPAL BALANCE. Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums, and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance. **If you fulfill the terms of the trial period including, but not limited to, making any remaining trial period payments, we will waive ALL late charges that have accrued and remain unpaid at the end of the trial period.**

INTEREST RATE. The interest rate on your modified loan will be adjusted as noted in the attached Modification Agreement in Section 3.C.

TERM EXTENSION. To reduce your mortgage payment, we will extend the term of your mortgage. This means we will spread your payments over a longer period.

DEFERRAL OF PRINCIPAL. To further reduce your mortgage payment, we will defer collection of and not collect interest on \$0.00 of your outstanding principal. You will not be required to make monthly payments on that portion. This portion of principal will be due when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due.

PRINCIPAL FORGIVENESS. To further reduce your mortgage payment, we will forgive a portion of your outstanding principal equal to \$0.00. You will never be required to repay this amount. However, there could be income tax consequences related to this forgiveness, and you should consult a tax advisor.

ESCROW ACCOUNT. The terms of your Modification Agreement require the servicer to set aside a portion of your new monthly payment in an escrow account for payment of your property taxes, insurance premiums and other required fees. Any prior waiver of escrows by your lender is no longer in effect. GMAC Mortgage, LLC will draw on this account to pay your real estate taxes and insurance premiums as they come due. Please note that your escrow payment amount will adjust if your taxes, insurance premiums and/or assessment amounts change, so the amount of your monthly payment that GMAC Mortgage, LLC must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be \$150.66. This amount is included in the loan payment noted in Section 3.C. of the enclosed Modification Agreement; you do not need to remit this amount separately.

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ESCROW SHORTAGE. Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of \$0.00. You may pay this amount over a 5 year (60 months) period. This monthly payment has already been included in the monthly escrow payment stated above. If you wish to pay the total shortage now, please send the check to GMAC Mortgage, LLC, PO Box 79162, Phoenix AZ 85062-9162. Paying this amount now in a lump sum will reduce your new monthly mortgage payment. *Courtesy*

PAYMENT SCHEDULE. The enclosed Modification Agreement includes a payment schedule in Section 3.C. showing your payment plan for the life of your modified loan after the trial period.

FEES. There are no fees or other charges for this modification.

REPRESENTATIONS. Please read the enclosed Modification Agreement carefully and make sure that you understand it and that the statements set forth in the "My Representations" section are true and accurate. If you have any questions, please contact us at (800) 799-9250.

BORROWER INCENTIVE. As long as your mortgage loan does not become 90 days delinquent, we will apply your accrued monthly benefit to your mortgage loan and reduce your principal balance after each of the first through fifth anniversaries of the month in which the Trial Period Plan is executed. If your modified mortgage loan ever becomes 90 days delinquent, you will lose all accrued but unapplied principal reduction benefits and will no longer be eligible to accrue additional principal reduction benefits even if the mortgage loan is later brought current.

*What
B.S.
W.H.
V.L.A.
N.Y.*

What You Must Do NOW

To accept this offer, please mail the following items to us at Homecomings Financial, LLC, Loss Mitigation Department, 3451 Hammond Avenue, Waterloo, IA 50702 no later than 8/1/2009:

- Two copies of the enclosed Workout Plan signed by all borrowers.
- Your first month's Trial Period payment in the amount of \$730.76.
- If you decide to participate, complete and sign the enclosed automatic drafting enrollment form (Authorization Agreement for Electronic Funds Payment Processing).
 - c NOTE: You will receive an enrollment confirmation letter under separate cover. Please continue to mail your monthly payment until you receive the notice of enrollment.

You must send in both signed copies of the Workout Plan, all required income documentation, and your first trial period payment by this date. If you can not provide the documentation within the time frame provided, please contact us to request an extension.

We encourage you to make a copy of all Workout Plan documents for your records. Please do not send original income documentation as copies are acceptable.

Your two (2) remaining Trial Period payments in the amount of \$730.76 will be due on or before the due date provided in the Workout Plan. These payments should be sent instead of, not in addition to, your normal monthly mortgage payment. If the Trial Period payments are different than the amount stated, your loan may not be modified.

Other options:

- We will notify you if you do not qualify for the Workout Plan. If this is the case, please contact us to discuss other alternatives that may help you keep your home or ease your transition to another home.
- If you cannot afford the Trial Period payments shown above, but want to remain in your home, or if you want to leave your home and avoid foreclosure, please call us at 1-800-799-9250. We may be able to help you.

Important Workout Information

- NO FEES. There are no fees under the Workout Plan.
- WORKOUT PLAN/MODIFICATION AGREEMENT. The Workout Plan is the first step. Once we are able to finalize your modified loan terms, we will send you a loan modification agreement ("Modification Agreement"), which will reflect the terms for your modified loan. In addition to successfully completing the Trial Period, you will need to sign and **promptly return both copies of the Modification Agreement to us or your loan will not be modified.**
- NEW PRINCIPAL BALANCE. All past due amounts at the end of the Trial Period, including unpaid interest, real estate taxes, insurance premiums and/or certain third party assessments, will be added to your existing mortgage loan balance (the "Past Due Arrearage Amount"). **If you fulfill the terms of the Trial Period including, but not limited to, making all Trial Period payments and executing of the Modification Agreement, we will waive ALL unpaid late charges at the end of the Trial Period.**
- ESTIMATED MONTHLY PAYMENT. At this time, we are not able to calculate precisely the Past Due Arrearage Amount or the amount of your modified monthly loan payment after successful completion of the Trial Period. However, based on information we currently have, your Trial Period payment should be a close approximation your

**HOME AFFORDABLE MODIFICATION PROGRAM
LOAN WORKOUT PLAN
(Step One of Two-Step Documentation Process)**

Loan Workout Plan Effective Date: 8/1/2009

Borrower ("I")¹: WILLIAM J FUTRELL

Lender ("Lender"): Homecomings Financial, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 2/23/2001

Loan Number: 7432626646

Property Address ("Property"): 8391 N 550 W, BRYANT IN 47326

If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section I continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. My Representations. I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for **all** income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F. If Lender requires me to obtain credit counseling, I will do so.
- G. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

pursuant to this Plan.

2. **The Loan Workout Plan.** On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items (where not prohibited by law), including real estate taxes, insurance premiums and other fees, if any, of U.S. \$150.66.

8/1/2009	\$730.76
9/1/2009	\$730.76
10/1/2009	\$730.76

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the date of this Plan and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived unless prohibited by law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents and are not prohibited by law;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and

modified monthly loan payment. At the end of the Trial Period, we will calculate all past due amounts to determine your new modified monthly payment.

- **ESCROW ACCOUNT.** The terms of your Workout Plan and Modification Agreement require us to create an escrow account (where not prohibited by law) for payment of your property taxes, insurance premiums and other fees by setting aside a portion of your new monthly payment. Your current loan may already have an escrow account. If it does not, the previous Waiver of Escrows is cancelled under this new Workout Plan. Homecomings Financial, LLC will use this newly created account to pay your real estate taxes and insurance premiums when due. Please note that your tax and insurance payments may adjust annually, and as a result so may the corresponding amount of your monthly payment placed in escrow, as permitted by law. Your initial monthly escrow payment will be \$150.66.
- **ESCROW SHORTAGE.** Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of \$82.93. This shortage has been included in the monthly escrow payment stated above. **If you wish to pay the total shortage now, please send the check to Homecomings Financial, LLC, PO Box 79162, Phoenix AZ 85062-9162.**
- **TIMELY PAYMENT INCENTIVE.** If the Workout Plan reduces your monthly mortgage payment (including principal, interest, property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees, as applicable, but excluding mortgage insurance) by a minimum of six (6%) percent and you make timely monthly mortgage payments, you will be eligible to receive a monthly benefit equal to the lesser of: (i) \$83.33 or (ii) one-half of the reduction in your monthly mortgage payment. So long as your mortgage loan payment is not more than 90 days delinquent, we will apply the accrued monthly benefit to reduce your mortgage loan's principal balance. This benefit will be paid for five years (from the effective date of the Trial Period) so long as you are not terminated from the Workout Plan.
- **CREDIT COUNSELING.** Where your debt to income ratio is at or above 55%, you must provide us with a letter indicating that you will seek credit counseling from a HUD-approved counseling agency.

Authorization Agreement for Electronic Funds Payment Processing (ACH)

Homecomings Financial, LLC

Account No. **7432626646**

(ABA) Routing Number _____

Bank Account No. _____

As a convenience to me/us, I/we hereby request and authorize you to pay and charge my/our account, drafts drawn on my/our account by Homecomings Financial, LLC, account number 7432626646, provided I/we agree that your rights regarding each such draft shall be the same as if it were a check drawn on my/our account and signed personally by me/us.

I/we understand that this account must be current to enroll in the program and remain current at all times or the program will be canceled.

I/we understand that this authorization will include any payment increase due to escrow analysis or interest rate changes and/or principal and interest changes (if applicable) throughout the life of the loan. I/we also understand that I/we will receive notification of any such change made prior to the effective date of the change.

The date I/we would like the funds drafted is _____. Any applicable late charges will be assessed if the date selected is beyond the grace days of the loan.

I/we further agree that if any draft not be honored, whether with or without cause and whether intentionally or unintentionally, you shall be under no liability whatsoever.

Signature(s) – Depositor(s)

Date Signed

***** ATTACH A VOIDED CHECK OR SAVINGS DEPOSIT SLIP HERE *****

Investor Loan # 4382951

After Recording Return To:

GMAC Mortgage, LLC
3451 Hammond Avenue
Waterloo, IA 50702

This document was prepared by GMAC Mortgage, LLC

[Space Above This Line For Recording Data]

MODIFICATION AGREEMENT

Borrower ("I"): WILLIAM J FUTRELL

Lender ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 2/23/2001

Loan Number: ████████6646

Property Address [and Legal Description if recordation is necessary] ("Property"): 8391 N 550 W
BRYANT IN 47326

If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page number of the real property records of JAY County, IN. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 8391 N 550 W BRYANT IN 47326, which real property is more particularly described as follows. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's Successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

(Legal Description – Attached as Exhibit If Recording Agreement)

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

- D. I have provided documentation for all income that I receive (and I understand that I am not

old

in Jones
 not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for a modification of the Loan Documents);

- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct; and,
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will so; and;
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

*3.1 Comp 1
Payment*
The Modification. If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 11/01/2009 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on 11/01/2009.

- A. The new Maturity Date will be: 03/01/2031.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be \$72,606.53 (the "New Principal Balance").
- C. Interest at the rate of 7.750% will begin to accrue on the New Principal Balance as of 10/1/2009 and the first new monthly payment on the New Principal Balance will be due on 11/01/2009. My payment schedule for the modified Loan is as follows:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
7.750%	10/1/2009	\$579.76	\$150.66, adjusts annually after year 1	\$730.42, adjusts annually after year 1	11/01/2009	03/01/2031

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1/14/09
income
compliant*
 The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of

default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents, except that the Note, and the payment obligation created thereunder, are not enforceable against me personally.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- I. That, as of the Modification Effective Date, any provision in the Note, as amended for the assessment of a penalty for full or partial prepayment of the Note is null and void.
- J. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of lender including, but not limited to, releasing and canceling the mortgage Loan.

Investor Loan # **4382951**

After Recording Return To:

GMAC Mortgage, LLC
3451 Hammond Avenue
Waterloo, IA 50702

This document was prepared by GMAC Mortgage, LLC

[Space Above This Line For Recording Data]

MODIFICATION AGREEMENT

Borrower ("I"): WILLIAM J FUTRELL

Lender ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 2/23/2001

Loan Number: 100-26646

Property Address [and Legal Description if recordation is necessary] ("Property"): 8391 N 550 W
BRYANT IN 47326

If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on _____ with Instrument Number in Book _____ and/or Page number _____ of the real property records of JAY County, IN. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 8391 N 550 W BRYANT IN 47326, which real property is more particularly described as follows. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's Successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

(Legal Description – Attached as Exhibit if Recording Agreement)

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we) and vice versa where appropriate.

- D. I have provided documentation for all income that I receive (and I understand that I am

required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for a modification of the Loan Documents);

- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct; and,
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and;
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. **TIME IS OF THE ESSENCE** under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 11/01/2009 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on 11/01/2009.

- A. The new Maturity Date will be: 03/01/2031.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be \$72,606.53 (the "New Principal Balance").
- C. Interest at the rate of 7.750% will begin to accrue on the New Principal Balance as of 10/1/2009 and the first new monthly payment on the New Principal Balance will be due on 11/01/2009. My payment schedule for the modified Loan is as follows:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
7.750%	10/1/2009	\$579.76	\$150.66, adjusts annually after year 1	\$730.42, adjusts annually after year 1	11/01/2009	03/01/2031

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- F. If a default rate of interest is permitted under the Loan Documents, then in the event of

Investor Loan # 004382951

After Recording Return To:

GMAC Mortgage, LLC
3451 Hammond Avenue
Waterloo, IA 50702

This document was prepared by GMAC Mortgage, LLC

[Space Above This Line For Recording Data]

MODIFICATION AGREEMENT

Borrower ("I"): WILLIAM J FUTRELL

Lender ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 2/23/2001

Loan Number: 26646

Property Address [and Legal Description if recordation is necessary] ("Property"): 8391 N 550 W
BRYANT IN 47326

If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page number of the real property records of JAY County, IN. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 8391 N 550 W BRYANT IN 47326, which real property is more particularly described as follows. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's Successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

(Legal Description – Attached as Exhibit if Recording Agreement)

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

GMAC Mortgage

December 17, 2009

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326

RE: Account Number 26646
Property Address 8391 N 550 W
BRYANT IN 47326

Dear WILLIAM J FUTRELL

Congratulations! You are eligible for a Home Affordable Modification. As previously described, if you comply with the terms of the Home Affordable Modification Trial Period Plan, we will modify your mortgage loan and waive all prior late charges that remain unpaid.

The enclosed Home Affordable Modification Agreement ("Modification Agreement") reflects the proposed terms of your modified mortgage. The approval is subject to the receipt of the signed and notarized loan modification agreement and any attachments and receipt of clear title, if applicable.

How to Accept This Offer:

STEP 1 COMPLETE AND RETURN THE ENCLOSED AGREEMENT BY THE DUE DATE

To accept this offer, you must sign and return both copies of the Modification Agreement to us in the enclosed, pre-paid envelope by 1/1/2010. If the Modification Agreement has notary provisions at the end, you must sign both copies before a notary public and return the notarized copies to us. We encourage you to make a copy of all documents for your records. If you do not send both signed copies of the Modification Agreement by the above date, you must contact us if you still wish to be considered for this program and have your loan modified.

STEP 2 CONTINUE TO MAKE YOUR TRIAL PERIOD PAYMENTS ON TIME

Be certain to make any remaining trial period payments on or before the dates they are due. If the trial period payments are made after their due dates or in amounts different from the amount required, your loan may not be modified.

REQUIRED: We are still in need of the following documentation to execute the modification agreement:

- All required documents have been received.

To better understand the proposed terms of your modified mortgage, please read the attached summary of your modified mortgage and the Modification Agreement.

We look forward to hearing from you no later than 1/1/2010.

Sincerely,

Loan Servicing
Enclosures

SUMMARY

Here is a summary of your modified mortgage.

NEW PRINCIPAL BALANCE. Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums, and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance. **If you fulfill the terms of the trial period including, but not limited to, making any remaining trial period payments, we will waive ALL late charges that have accrued and remain unpaid at the end of the trial period.**

INTEREST RATE. The interest rate on your modified loan will be adjusted as noted in the attached Modification Agreement in Section 3.C.

TERM EXTENSION. To reduce your mortgage payment, we will extend the term of your mortgage. This means we will spread your payments over a longer period.

DEFERRAL OF PRINCIPAL. To further reduce your mortgage payment, we will defer collection of and not collect interest on \$0.00 of your outstanding principal. You will not be required to make monthly payments on that portion. This portion of principal will be due when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due.

PRINCIPAL FORGIVENESS. To further reduce your mortgage payment, we will forgive a portion of your outstanding principal equal to \$0.00. You will never be required to repay this amount. However, there could be income tax consequences related to this forgiveness, and you should consult a tax advisor.

ESCROW ACCOUNT. The terms of your Modification Agreement require the servicer to set aside a portion of your new monthly payment in an escrow account for payment of your property taxes, insurance premiums and other required fees. Any prior waiver of escrows by your lender is no longer in effect. GMAC Mortgage, LLC will draw on this account to pay your real estate taxes and insurance premiums as they come due. Please note that your escrow payment amount will adjust if your taxes, insurance premiums and/or assessment amounts change, so the amount of your monthly payment that GMAC Mortgage, LLC must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be \$150.66. This amount is included in the loan payment noted in Section 3.C. of the enclosed Modification Agreement; you do not need to remit this amount separately.

ESCROW SHORTAGE. Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of \$0.00. You may pay this amount over a 5 year (60 months) period. This monthly payment has already been included in the monthly escrow payment stated above. **If you wish to pay the total shortage now, please send the check to GMAC Mortgage, LLC, PO Box 79162, Phoenix AZ 85062-9162. Paying this amount now in a lump sum will reduce your new monthly mortgage payment.**

PAYMENT SCHEDULE. The enclosed Modification Agreement includes a payment schedule in Section 3.C. showing your payment plan for the life of your modified loan after the trial period.

FEES. There are no fees or other charges for this modification.

REPRESENTATIONS. Please read the enclosed Modification Agreement carefully and make sure that you understand it and that the statements set forth in the "My Representations" section are true and accurate. If you have any questions, please contact us at (800) 799-9250.

BORROWER INCENTIVE. As long as your mortgage loan does not become 90 days delinquent, we will apply your accrued monthly benefit to your mortgage loan and reduce your principal balance after each of the first through fifth anniversaries of the month in which the Trial Period Plan is executed. If your modified mortgage loan ever becomes 90 days delinquent, you will lose all accrued but unapplied principal reduction benefits and will no longer be eligible to accrue additional principal reduction benefits even if the mortgage loan is later brought current.

Investor Loan # **004382951**

After Recording Return To:

GMAC Mortgage, LLC
3451 Hammond Avenue
Waterloo, IA 50702

This document was prepared by GMAC Mortgage, LLC

[Space Above This Line For Recording Data]

MODIFICATION AGREEMENT

Borrower ("I"): WILLIAM J FUTRELL

Lender ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 2/23/2001

Loan Number: ~~100006646~~

Property Address [and Legal Description if recordation is necessary] ("Property"): 8391 N 550 W
BRYANT IN 47326

If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page number of the real property records of JAY County, IN. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 8391 N 550 W BRYANT IN 47326, which real property is more particularly described as follows. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's Successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

(Legal Description – Attached as Exhibit If Recording Agreement)

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;

If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we) and vice versa where appropriate.

- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for a modification of the Loan Documents);
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct; and,
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will so; and;
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on 01/01/2010 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on 01/01/2010.

- A. The new Maturity Date will be: 03/01/2031.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be \$73,755.92 (the "New Principal Balance").
- C. Interest at the rate of 7.750% will begin to accrue on the New Principal Balance as of 12/1/2009 and the first new monthly payment on the New Principal Balance will be due on 01/01/2010. My payment schedule for the modified Loan is as follows:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
7.750%	12/1/2009	\$590.75	\$150.66, adjusts annually after year 1	\$741.41, adjusts annually after year 1	01/01/2010	03/01/2031

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents, except that the Note, and the payment obligation created thereunder, are not enforceable against me personally.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- I. That, as of the Modification Effective Date, any provision in the Note, as amended for the assessment of a penalty for full or partial prepayment of the Note is null and void.
- J. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of lender including, but not limited to, releasing and canceling the mortgage Loan.



OCWEN

Ocen Loan Servicing, L.
PO Box 7
Waterloo IA 50704-07
HELPING HOMEOWNERS IS WHAT WE DO!
OCWEN.MORTGAGEBANKSITE.CO

April 4, 2013

Thomas Margolis
Attorney At Law
125 E Charles Street Suite 214
Muncie IN 47305

RE: Mortgager William J Futrell
Account Number 740026646
Property Address 8391 N 550 W
Bryant IN 47326

Dear Thomas Margolis:

This letter is in response to correspondence addressed to GMAC Mortgage, LLC (GMACM) identified as a Qualified Written Request ("QWR") for information regarding the above-referenced account dated March 14, 2013 and received in our office March 19, 2013. This loan was recently transferred from GMACM to Ocwen Loan Servicing, effective February 16, 2013. Ocwen Loan Servicing's response is based upon the available account records acquired from GMACM.

According to those records, the mortgaged property loan was modified in May 2010. A copy of the Fixed Rate Loan Modification Agreement is enclosed. The interest rate was adjusted from 9.750% to 8.50%, and the new payment with escrow effective August 1, 2010 was \$705.53.

Unfortunately, we are unable to determine your specific questions or concerns regarding the servicing of the account based upon the correspondence received. We do not have record of receiving the information or appraisals from the United States Department of Agriculture (USDA) referenced in your correspondence. Additionally, these items would not affect a modification review.

An escrow account was established as part of the modification review in June 2009. The analysis completed June 17, 2009 included hazard insurance of \$1,352.53 and property taxes of \$64.19 and \$82.93.

A settlement offer of \$27,000.00 was made in November 2011; however, we did not receive a response and the offer was closed. Please be advised although a FICO score may have been listed on a loss mitigation denial letter sent to the borrower, this score would not have been used in the modification review.

Exhibit 35 A

April 4, 2013
Account Number [REDACTED] 6646
Page Two

As of the date of this letter, the account is due for the July 2011 through April 2013 payments, late charges and fees in the amount of \$16,415.14.

We appreciate the opportunity to partner with you. If you have any further questions regarding the account, please contact the account's relationship manager, Heather McCully, at 877-928-4622, select option 5, and extension number 2368768, during the hours of 8:00 am through 9:00 pm CT, Monday through Friday.

Customer Care
Loan Servicing

Enclosures

KAB

Ocwen Loan Servicing, LLC is a debt collector attempting to collect a debt and any information obtained will be used for that purpose. However, if the debt is part of an active bankruptcy case or if your personal liability on the loan has been discharged through a prior bankruptcy court issued Order of Discharge, this communication is not intended as and does not constitute an attempt to collect a debt and is provided solely for information purposes.

This information is provided for your information only and does not bear on the outcome of the modification decision.

Input Data Fields	Explanation	Value used in NPV calculation to determine the eligibility of your mortgage.
I. Borrower Information		
1. Current Borrower Credit Score	This field identifies your credit score as provided by one or more of the three national credit reporting agencies.	517
2. Current Co-borrower Credit Score	If a co-borrower is listed on the mortgage, this field identifies the co-borrower's credit score as provided by one or more of the three national credit reporting agencies.	N/A
3. Monthly Gross Income	This field identifies the monthly gross income of all borrowers on your loan before any payroll deductions or taxes.	\$2,400.57
II. Property Information		
4. Property - State	This field identifies the two letter state code of the property securing your mortgage.	IN
5. Property - Zip Code	This field identifies the zip code of the property securing your mortgage.	47326
6. Property Value	This field identifies the estimated fair market value of your property used by us, your servicer, for this analysis.	\$30,000.00
7. Property Valuation Type	This field identifies the method by which your property was valued (as noted in Field 6. Property Value) 1 - Automated Valuation Model (AVM) 2 - Extent Broker Price Opinion (BPO) / Appraisal (as is value) 3 - Interior BPO / Appraisal (as is value)	1 - AVM
III. Mortgage Information		
8. Data Collection Date	This field identifies the date on which the Unpaid Principal Balance and other data used in the NPV analysis was collected by us, your servicer.	4/5/2012
9. Imminent Default Flag	This field indicates your default status at the time you asked to be evaluated. If you have not missed any payments or less than two payments are due and unpaid by the end of the month in which they are due, you are considered to be in imminent default and the value in this field is "Y". If two or more payments are due and unpaid by the end of the month in which they are due at the time of application, the value in this field is "N".	N
10. Investor Code	This field identifies the owner of your mortgage. 1 - Fannie Mae 2 - Freddie Mac 3 - Owned by a private investor other than us, your servicer. 4 - Owned by us, your servicer or an affiliated company. 5 - Ginnie Mae	4 - Portfolio
11. Unpaid Principal Balance at Origination	This field identifies the amount of your mortgage at the time it was originated (i.e. the amount you borrowed).	\$76,500.00
12. First Payment Date at Origination	This field identifies the date the first payment on your mortgage was due after it was originated.	4/1/2001
13. Product Before Modification	This field uses codes to identify the type of mortgage you held prior to applying for a modification: 1. Adjustable Rate Mortgage (ARM) and/or Interest Only mortgage loan 2. Fixed Rate 3. Step Rate 4. One Step Variable 5. Two Step Variable 6. Three Step Variable 7. Four Step Variable 8. Five Step Variable 9. Six Step Variable 10. Seven Step Variable 11. Eight Step Variable 12. Nine Step Variable 13. Ten Step Variable 14. Eleven Step Variable 15. Twelve Step Variable 16. Thirteen Step Variable 17. Fourteen Step Variable	2 - Fixed Rate
14. Adjustable Rate Mortgage (ARM) Reset Date	This field applies only to Adjustable Rate Mortgage (ARM) loans. If you do not have an ARM loan this field will be blank. This field identifies the date on which the next Adjustable Rate Mortgage (ARM) reset was due to occur, as of the Data Collection Date (Field 8).	3/1/2031
15. Next Adjustable Rate Mortgage (ARM) Reset Rate	This field identifies the rate at which your mortgage was expected to change based on when the next reset date (Field 14) is scheduled to occur. Please look to your mortgage loan documentation for information on how your mortgage's rate is recalculated at its reset date. If the reset date on your ARM loan is within 120 days of the Data Collection Date, this value in this field is the expected interest rate on your mortgage at the next reset date. If the reset date on your ARM loan is more than 120 days from the Data Collection Date, the value in this field is zero.	9.75%

16. Unpaid Principal Balance Before Modification	This field identifies the unpaid amount of principal (money you borrowed) on your mortgage as of the Data Collection Date. It does not include any unpaid interest or other amounts that you may owe.	\$75,326.06
17. Interest Rate Before Modification	This field identifies the interest rate on your mortgage as of the Data Collection Date.	8.50%
18. Remaining Term (# of Payment Months Remaining)	This field identifies the remaining number of months you have left to pay under the original term of your mortgage as of the Data Collection Date.	224
19. Principal and Interest Payment Before Modification	This field is the amount of principal and interest you were scheduled to pay each month as of the Data Collection Date. A. If your loan had an adjustable rate scheduled to reset within 120 days, this field will reflect the principal and interest payment associated with the new interest rate. B. If your mortgage is an Interest Only loan and your loan was in the interest only period, the value in this field is the interest payment that was due each month. C. If your mortgage is a negative-amortizing loan, the value in this field is the greater of: a. the principal and interest payment you sent on the most recent payment date; or b. the minimum payment required on your loan.	\$656.86
20. Monthly Real Estate Taxes	This field identifies the monthly cost of your real estate taxes. If your taxes are paid annually, this amount will be 1/12th of the annual cost.	\$27.43
21. Monthly Hazard and Flood Insurance	This field identifies the monthly cost of your hazard and flood insurance coverage. If your insurance is paid annually this amount will be 1/12th of the annual cost.	\$29.36
22. Homeowners Association Dues/Fees	This field identifies your monthly homeowner's or condominium association fee payments, if any, and/or any future monthly escrow shortages. If your homeowner's or condominium association fee payments are paid annually, this will be 1/12th of the annual cost. If your property has no association fee payments, this field is blank.	\$0.00
23. Months Past Due	This field identifies the number of mortgage payments you would have had to make in order to make your mortgage current, as of the Data Collection Date.	9
24. Mortgage Insurance Coverage Percent	This field identifies the percentage of private mortgage insurance coverage on your loan. If you do not have private mortgage insurance this field is blank.	0.00%

IV. Proposed Modification Information

25. NPV Date	This field identifies the date that the NPV Present Value evaluation was conducted on your mortgage.	4/5/2012
26. Unpaid Principal Balance of the Proposed Modification (Net of Forbearance & Principal Reduction)	This field identifies the beginning principal balance on which you would have been required to pay interest if you had received a modification. It is likely to be different than your current principal balance because it includes amounts you owe for missed mortgage payments and unpaid expenses that are allowed to be added (capitalized) to your principal balance. Additionally, it may be reduced by proposed principal forbearance (Field 32) or proposed principal forgiveness.	\$82,741.71
27. Interest Rate of the Proposed Modification	This field identifies the starting interest rate of the proposed modified mortgage. This rate is fixed for at least the first 5 years after modification.	3.88%
28. Amortization Term of the Proposed Modification	This field identifies the number of months left to pay the proposed modified mortgage.	224
29. Principal and Interest Payment of the Proposed Modification	This field identifies the amount of the monthly principal and interest payment on the proposed modified mortgage.	\$472.98
30. Principal Forbearance Amount of the Proposed Modification.	This field identifies the amount of principal your investor was willing to forbear on the proposed modified mortgage. You would have still owed this amount, but you would not be charged interest on it and no payments would have been due on this amount until you paid off your loan.	\$0.00
31. Principal Forgiveness Amount of the Proposed Modification.	This field identifies the amount of principal your investor was willing to forgive under the proposed modified mortgage.	\$7,415.65
32. Modification Fees	This field identifies the total amount of costs and fees that would have been paid by the investor (owner) of your loan, if you had been approved for a modification. It includes expenses such as notary fees, property valuation, credit report and other required fees.	\$0.00
33. Mortgage Insurance Partial Claim Amount of the Proposed Modification.	This field identifies any mortgage insurance payout amount as part of the proposed modified mortgage, which is, at the discretion of your mortgage insurance company. This should be zero if you were not approved for a trial period plan or permanent modification for reason of negative NPV.	\$0.00



GMAC Drive By Four
Loan#: 7432626646

Address: 8391 N 550 W BRYANT IN 47326	Inspection Type: Exterior
Borrower: WILLIAM FUTRELL	APN: 38-02-05-300-013.0

Inspection Date: 4/25/2010	Deal Name:	VMA Request ID: 7432626646
Client: GMAC RESCAP	BPO Vendor: PCV Murcor	Vendor Tracking ID: 1300711
Agent Name: Mary Ellen Cordle	Brokerage: Mid-American Realty	Agent Phone: 7653549801

Occupied: Y	Property Type: SFR	HOA Fees:	Zoning: Residential
Date Last Sold:	Last Sale Price: \$	Data Source: Public Record	Currently Listed: N
Agent Name:	Initial List Price: \$	Initial List Date:	Current List Price: \$
Last Reduction Date:	MLS#:	Total Repair Cost: \$5,000.00	Estimated Monthly Rent: \$600.00

SUBJECT PROPERTY COMMENTS / EXTERNAL INFLUENCES: Subject is in fair condition overall with minor repairs needed.

Location Type: Rural	Supply / Demand: In Balance	Value Trend: Decreasing	Local Economic Trend: Decreasing
Price Range: \$9,900 to \$194,500		Median Price: \$62,000	Avg Marketing Time: 86

NEIGHBORHOOD COMMENTS: Subject is located in a city that may attract investors for cash sale. Subject is a rural area that is not close to amenities or services.

IV. COMPARABLE PROPERTIES	Subject	Sale 1	Sale 2	Sale 3	Listing 1	Listing 2	Listing 3
Address	8391 N 550 W BRYANT, IN	6500 E Gregory Eaton, IN	1099 W County Road 300 N Winchester, IN	822 W County Road 400 S Hartford City, IN	3122 S US Hwy 27 Portland, IN	10609 N Wheeling Muncie, IN	2881 S Angling Pike Hartford City, IN
Zip	47326	47338	47394	47348	47371	47303	47348
Data Source	Public Record	MLS	MLS	MLS	MLS	MLS	MLS
Proximity	N/A	20.37Mi	24.50Mi	18.03Mi	7.50Mi	26.41Mi	20.72Mi
Sale Price	\$34,025	\$62,000	\$79,000				
Sale Date	11/18/2009	12/21/2009	03/26/2010				
Orig. List Price	\$44,900	\$70,000	\$84,900	\$59,900	\$72,000	\$94,900	
Curr. List Price				\$49,900	\$69,900	\$74,900	
DOM	69	257	58	273	272	236	
Lot Size	2.00 acres	14.00 acres	2.50 acres	2.00 acres	2.20 acres	2.22 acres	2.00 acres
View	None	None	None	None	None	None	None
Design Style	Bungalow/1 Sty	Bungalow/1.5 Sty	Bungalow/1 Sty	Bungalow/1 Sty	Bungalow/1 Sty	Bungalow/1 Sty	Bungalow/1 Sty
Type = Unit	SFR/1	SFR/1	SFR/1	SFR/1	SFR/1	SFR/1	SFR/1
Age	58	64	38	37	62	64	47
Condition	Fair	Fair	Average	Average	Fair	Average	Average
Above Grade SF	1232 sq ft	1299 sq ft	987 sq ft	1252 sq ft	1264 sq ft	1008 sq ft	1377 sq ft
# Rooms/Bdr/Bth	7.3:1	5.3:1	5.2:1	6.3:2	6.3:1.5	5.2:1	5.3:2
Basement SF	224	969	0	0	300	0	0
% Finished	0%	0%	N/A	N/A	0%	N/A	N/A
Garage Type	Parking Space	Detach	Attached	Attached	Parking Space	Carport	Detach
# Garage Stalls	N/A	1	2	2	N/A	1	1
Pool/ Spa	No/No	No/No	No/No	No/No	Yes/No	No/No	No/No
Other Features							
Sales Type		REO	Unknown	Unknown	REO	Neither	Neither
HOA Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0

COMPARABLE PROPERTY COMMENTS:

Sales Comp 1: Comp is an REO sale. Comp is inferior overall when compared to the subject. Comp is inferior in condition when compared to the subject. Comp is located in a similar market area as the subject. The 'Sales Comm + Sales Price' (See Addendum)

Sales Comp 2: Comp is superior overall when compared to the subject. Comp is superior in condition when compared to the subject. Comp is located in a similar market area as the subject. Due to the rural nature of this market, it was necessary to (See Addendum)

Sales Comp 3: Comp is superior overall when compared to the subject. Comp is superior in condition when compared to the subject. Comp is located in a similar market area as the subject. The 'Sales Comp + Sales Price' is greater than the (See Addendum)

Listing Comp 1: Comp is an REO Listing. Comp is most similar overall to the subject. Comp is in similar in condition when compared to the subject. Comp is located in the same market area as the subject. Due to the rural nature of this (See Addendum)

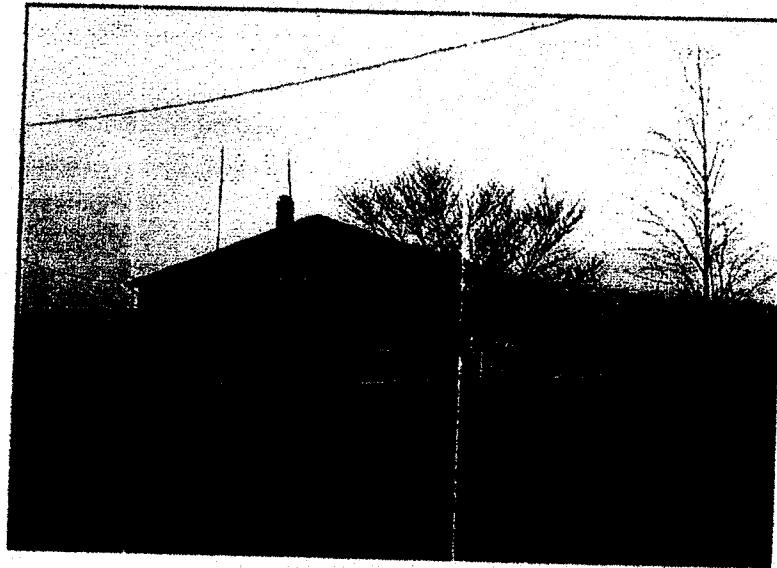
Listing Comp 2: Comp is neither an REO Listing nor a Short Sale Listing. Comp is superior overall when compared to the subject. Comp is superior in condition when compared to the subject. Comp is located in a similar market area as the subject. (See Addendum)

Listing Comp 3: Comp is neither an REO Listing nor a Short Sale Listing. Comp is superior overall when compared to the subject. Comp is superior in condition when compared to the subject. Comp is located in a similar market area as the subject. (See Addendum)

"As-Is" Value	"Repaired" Value	Estimated Marketing Time for Subject: 120 days
Estimated Sale Price: \$49,000	\$54,000	VALUE CONCLUSION SUMMARY: Subject's final value represents a value with normal marketing times and based on the most similar and proximate comps in this report.
Recommended List Price: \$59,000	\$64,000	

266-726-3334

FILED NO FILE #151158 PAGE 2



APPRAISAL OF REAL PROPERTY

LOCATED AT:

8391 N 550 W
PT NW 1/4 SW 1/4 S5 T24 R13 TOTAL 2A
BRYANT, IN 47326-3090

FOR:

GMAC MORTGAGE
3200 PARK CENTER DRIVE
COSTA MESSA, CA 92626

AS OF:

12/3/07

BY:

CHRISTOPHER L. JONES

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	8391 N 660 W
	Legal Description	PT NW 1/4 SW 1/4 SE 1/4 T24 R13 TOTAL 2A
	City	BRYANT
	County	JAY
	State	IN
	Zip Code	47326-9090
	Census Tract	9627 00
SALES PRICE	Map Reference	18
	Sale Price	\$ N/A
	Date of Sale	N/A
CLIENT	Borrower/Clien	WILLIAM FUTRELL
	Lender	GMAC MORTGAGE
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,232
	Price per Square Foot	\$
	Location	AVERAGE
	Age	55
	Condition	AVERAGE
	Total Rooms	5
	Bedrooms	3
	Baths	1
APPRAISER	Appraiser	CHRISTOPHER L JONES
	Date of Appraised Value	12/3/07
	Final Estimate of Value	\$ 55,000

Uniform Residential Appraisal Report

File #

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 0 .						
There are 3 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 25,000 to \$ 53,000 .						
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3		
Address	8391 N 550 W Bryant, IN 47326	201 W MAIN STREET Bryant, IN 47326	202 SOUTH FRANCIS STREET BRYANT, IN 47326	101 WEST WILSON STREET BRYANT, IN 47326		
Proximity to Subject		8.60 miles E	6.62 miles E	6.68 miles E		
Sale Price	\$ N/A	\$ 40,000	\$ 25,000	\$ 53,000		
Sale Price/Gross Liv. Area	\$ 33.48 sq.ft.	\$ 29.46 sq.ft.	\$ 19.23 sq.ft.	\$ 37.01 sq.ft.		
Data Source(s)	ASSESSOR PROPERTY CARD	ASSESSOR PROPERTY CARD	ASSESSOR PROPERTY CARD			
Verification Source(s)	MLS/PUB. RECORDS	MLS/PUB. RECORDS	MLS/PUB. RECORDS			
VALUE ADJUSTMENTS	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	
Sales or Financing Concessions	CONVENT.	NONE	CONVENT.	NONE	CONTRACT	
Date of Sale/Time	12/17/2010		3/8/2011		1/31/2011	
Location	NW JAY	BRYANT	BRYANT	BRYANT		
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE		
Site	2 ACRES	0.20 ACRE	+3,500 0.20 ACRE	+3,500 0.20 ACRE	+3,500	
View	RURAL/AVG	SUBURBAN	SUBURBAN	SUBURBAN		
Design (Style)	1-STORY/AVG	1.5STORY/AVG	1-STORY/AVG	1-STORY/AVG		
Quality of Construction	ALM/AVG	VINYL/AVG	-1,000 ALM/AVG	VINYL/AVG	-1,000	
Actual Age	59	116	68	116		
Condition	FAIR	AVERAGE	-5,500 AVERAGE	-5,500 AVERAGE	-5,500	
Above Grade	Total Bedrms. Bathns	Total Bedrms. Bathns	-800 Total Bedrms. Bathns	-800 Total Bedrms. Bathns	-800	
Room Count	4 2 1	7 3 1	6 3 1	9 3 1		
Gross Living Area	896 sq.ft.	1,358 sq.ft.	-4,620 1,300 sq.ft.	-4,040 1,432 sq.ft.	-5,360	
Basement & Finished Rooms Below Grade	225 Sq.Ft. UNFINISHED	CRAWLSPACE N/A	+1,125 CRAWLSPACE N/A	+1,125 CRAWLSPACE N/A	+1,125	
Functional Utility	AVERAGE	AVERAGE	AVERAGE	AVERAGE		
Heating/Cooling	GAS/F/A/WND	GAS/F/A/NONE	GAS/F/A/NONE	GAS/F/A/NONE		
Energy Efficient Items	STORMS	STORMS	STORMS	STORMS		
Garage/Carport	OUTBLDG.	1-CAR DET.	2 CAR DET.	1,000 LARGE OUTBL.	-2,500	
Porch/Patio/Deck	ENCLD. POR.	PORCH/DECK	+1,000 PORCH/DECK	+1,000 PORCH/DECK		
SALES COMPARISON APPROACH						
Net Adjustment (Total)	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -6,295	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -5,715	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -10,535
Adjusted Sale Price of Comparables	Net Adj. 15.7 % Gross Adj. 43.9 %	\$ 33,705	Net Adj. 22.9 % Gross Adj. 67.9 %	\$ 19,285	Net Adj. 19.9 % Gross Adj. 37.3 %	\$ 42,465

did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) ASSESSOR

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) COMP 3 1 SOLD 12/15/2010 FOR \$25,500 AS PER ASSESSOR

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	NONE	12/15/2010	4/28/2005	10/17/2006
Price of Prior Sale/Transfer	N/A	\$25,500	N/A	N/A
Data Source(s)	ASSESSOR	ASSESSOR	ASSESSOR	ASSESSOR
Effective Date of Data Source(s)	7/29/2011	7/29/2011	7/29/2011	7/29/2011

Analysis of prior sale or transfer history of the subject property and comparable sales THIS APPRAISER IS NOT AWARE OF ANY SALE, OPTION, OR

LISTING OF THE SUBJECT PROPERTY AT THE TIME OF THIS REPORT WITHIN THE LAST 36 MONTHS UNLESS OTHERWISE STATED ABOVE, AN OF THE COMPARABLES PROPERTIES WITHIN THE LAST 12 MONTHS UNLESS OTHERWISE STATED ABOVE

Summary of Sales Comparison Approach LIMITED NUMBER OF SIMILAR COMPARABLE SALES IN SUBJECT IMMEDIATE AND SURROUNDING MARKETING AREA AS SO COMP # 1 & # 3 WERE DATED SALES OVER SIX MONTHS OLD BUT LESS THAN TWELVE MONTHS OLD USED IN THIS REPORT. ALL OF THE COMPS NET, GROSS AND LINE ITEM ADJUSTMENTS EXCEEDED RECOMMENDED GUIDELINES DUE TO CONDITION, SQUARE FOOTAGE, SITE AND FOUNDATION ADJUSTMENTS. ALL OF THE COMPS WERE LOCATED 6 TO 7 MILES EAST OF SUBJECT PROPERTY IN THE SMALL TOWN OF BRYANT WHICH IS AT THE INTERSECTION OF U.S. 27 STATE ROAD 18. ALL OF THE COMPS WERE GIVEN CONSIDERATION.

Indicated Value by Sales Comparison Approach \$ 30,000	Cost Approach (if developed) \$ N/D	Income Approach (if developed) \$
Indicated Value by Sales Comparison Approach \$ 30,000	Cost Approach (if developed) \$ N/D	Income Approach (if developed) \$
SEE PAGE # 3		

RECONCILIATION This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: NO LIABILITY IS ASSUMED FOR ANY STRUCTURAL OR MECHANICAL DEFICIENCIES, IF ANY.

Based on complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 30,000 , as of 7/29/2011 , which is the date of inspection and the effective date of this appraisal.

Uniform Residential Appraisal Report

File #

THE INTENDED USER OF THIS APPRAISAL REPORT IS THE LENDER/CLIENT. THE INTENDED USE IS TO EVALUATE THE PROPERTY THAT IS THE SUBJECT OF THIS APPRAISAL FOR A MARKET VALUE, SUBJECT TO THE STATED SCOPE OF WORK, PURPOSE OF THE APPRAISAL, REPORTING REQUIREMENTS OF THIS APPRAISAL REPORT FORM, AND DEFINITION OF MARKET VALUE. NO ADDITIONAL INTENDED USERS ARE IDENTIFIED BY THE APPRAISER.

COMMENTS AND CONDITIONS OF THE APPRAISAL:

THE VALUE CONCLUSION REPORTED IN THE ATTACHED APPRAISAL REFLECTS THE MARKET VALUE OF THE DESCRIBED REAL ESTATE ONLY AND DOES NOT INCLUDE ANY ITEMS OF PERSONAL PROPERTY, FREE STANDING FIXTURE AND EQUIPMENT, OR INTANGLABLE ITEMS. THE MARKET VALUE OF THE SUBJECT PROPERTY MAY BE POSITIVELY AFFECTED WITH THE INCLUSION OF STANDARD ITEMS OF PERSONAL PROPERTY, SUCH AS FREE STANDING APPLIANCES, I.E. REFRIGERATORS, WASHER, DRYERS, STOVES, ETC., IN MY OPINION.

LEGAL DESCRIPTION:

FIRREA REQUIRES THAT A LEGAL DESCRIPTION BE ATTACHED AS PART OF THIS APPRAISAL. NO SURVEY, DEED, TITLE POLICY, LEGAL DESCRIPTION, OR PLAT OF SURVEY WAS MADE AVAILABLE TO THE APPRAISER. ALSO THE COMPLETE LEGAL DESCRIPTION IS NOT AVAILABLE ON LINE FROM THE ASSESSOR'S OFFICE. IT IS OUTSIDE THE APPRAISER'S EXPERTISE TO COMPOSE A LEGAL DESCRIPTION. FIRREA HAS A PROVISION FOR INSTANCES WHEN LEGAL DESCRIPTION INFORMATION IS UNAVAILABLE TO THE APPRAISER. SINCE THE INFORMATION IS NOT AVAILABLE, THE APPRAISER IS UNABLE TO PROVIDE A COMPLETE LEGAL DESCRIPTION.

ADDITIONAL COMMENTS

URAR : Reconciliation - Reconciliation and Final Value Conclusion

THE SALES COMPARISON APPROACH WAS GIVEN THE GREATEST CONSIDERATION AS IT BEST REFLECTS TYPICAL BUYER/SELLER ATTITUDES IN THIS MARKET. THE COST APPROACH WAS NOT DEVELOPED BASED ON THE AGE OF THE SUBJECT PROPERTY MAKING IT DIFFICULT TO PROPERLY CALCULATE DEPRECIATION. THE INCOME APPROACH WAS NOT DEVELOPED, AS SINGLE FAMILY HOMES ARE NOT TYPICALLY INCOME PRODUCING PROPERTIES, RESULTING IN A LITTLE OR NO AVAILABLE RENTAL DATA.

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) SITE VALUE ESTIMATE BASED ON MY KNOWLEDGE OF MARKET & TYPICAL SITE/TOTAL VALUE RATIOS.

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$ 5,300
Source of cost data NOT APPLICABLE	DWELLING Sq.Ft. @ \$	= \$
Quality rating from cost service N/A	Effective date of cost data N/A	Sq.Ft. @ \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		= \$
NOT APPLICABLE FOR THIS ASSIGNMENT	Garage/Carport Sq.Ft. @ \$	= \$
	Total Estimate of Cost-New	= \$
	Less Physical Functional External	
	Depreciation	= \$()
	Depreciated Cost of Improvements	= \$
	"As-is" Value of Site Improvements	= \$ 6,500

Estimated Remaining Economic Life (HUD and VA only)	30 Years	INDICATED VALUE BY COST APPROACH	= \$
INCOME APPROACH TO VALUE (not required by Fannie Mae)			
Estimated Monthly Market Rent \$ N/A	X Gross Rent Multiplier N/A	= \$	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM) NOT APPLICABLE FOR THIS ASSIGNMENT.			

INCOME

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases	Total number of units	Total number of units sold
------------------------	-----------------------	----------------------------

Total number of units rented	Total number of units for sale	Data source(s)
------------------------------	--------------------------------	----------------

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.

Does the project contain any multi-dwelling units? Yes No Data Source

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

GMAC Mortgage

PO Box 780
Waterloo, IA 50704-0780

November 17, 2011

WILLIAM J FUTRELL
8391 N 550 W
BRYANT IN 47326

Re: Account Number **██████████6646**
Property Address **8391 N 550 W**
BRYANT IN 47326

Dear WILLIAM J FUTRELL;

GMAC Mortgage would like to offer you an option to satisfy your entire first mortgage obligation for an amount that is substantially less than the unpaid principal balance.

After a careful review of your loan information, we have elected to accept **\$27,000.00** in certified funds as full and final satisfaction of your account. Upon receipt of the above-mentioned payment, GMAC Mortgage will release the first mortgage lien and cancel the Note and/or Credit Agreement.

Please contact me before 12/15/11 if you wish to take advantage of this special offer.

GMAC Mortgage is secured with a first lien on the title to your property. This settlement option may considerably increase your equity in the property while substantially reducing your outstanding debt and interest payments. If a settlement is completed, we will report your loan as "account paid in full for less than full balance", to the credit bureau. There are possible tax consequences if any portion of the outstanding debt is forgiven. You should read IRS Publication 544, Sales and Other Dispositions of Assets, particularly the section captioned "Foreclosure, Repossession, or Abandonment". You should also consult with a tax professional.

I can be reached at 214-874-6617 if you have any questions or wish to discuss other options that are available.

Sincerely,

Lynn Heffler
Loss Mitigation Specialist

*****Please note: Federal law requires that we advise you that this letter and all subsequent communication (written and/or oral) is an attempt to collect a debt and any information obtained will be used for that purpose.***



United States Department of Agriculture
Rural Development • Muncie Local Office

*By [Signature]
26/13*

August 10, 2011

William J. Futrell
8391 N 550 West
Bryant, IN 47326

Dear Mr. Futrell:

Thank you for the opportunity to consider your request for Rural Development assistance. In reviewing your request, we considered all information submitted to the Agency and the regulations that govern the assistance for which you applied. After careful review, we regret to inform you that we are unable to take favorable action on your request. The specific reasons for our decision are as follows:

1. After carefully analyzing the appraisal of the property located at 8391 N 550 W, Bryant, IN, we are unable to take favorable action on your request for Rural Development services. The specific reasons for our decision are:

The property appraised at \$30,000, while your debt proposed for refinancing is \$76,000. Your property is highly leveraged and this would not be a secured loan.

If you have any questions concerning this decision or the facts used in making our decision and desire further explanation, you may call or write the Local Office at 765-747-5531, ext. 4, to request a meeting with this office within 15 calendar days of the date on this letter. You should present any new information or evidence along with possible alternatives for our consideration. You may also bring a representative or legal counsel with you.

If you do not wish to have a meeting as provided above, you may contest the appraisal of the property value. In order to contest the appraisal you must first request a review of the appraisal by the Rural Development State Director. Your request for review by the State Director should be through our office. You will be advised of the results of the State Director's review. If after the State Director's review you still disagree with the appraisal you may request a hearing. When you receive the results of the State Director's review you will be advised on how to ask for a hearing. Your request for a review of the appraisal must be postmarked no later than August 25, 2011.

2. The property is not eligible. 7 CFR 3550.57(c) states that existing dwellings must be structurally sound; functionally adequate; in good repair, or to be placed in good repair with loan funds. A site inspection determined that at a minimum, siding needs to be replaced, the roof needs to be replaced and a foundation also needs to be provided for the front two rooms of the dwelling. In addition, the property would be required to meet the minimum HUD standards (per Handbooks 4150.2 and 4905.1).

3. Your credit history was not acceptable. 7 CFR 3550.53(h) requires that an applicant must have an acceptable credit history to obtain program assistance. The regulation provides, in part, that outstanding

3841 N Briarwood Lane • Muncie, IN 47304
Phone: (765) 747-5531 • Fax: (765) 747-5506 • TDD: (317) 290-3343 • Web: <http://www.rurdev.usda.gov>

Committed to the future of rural communities

"USDA is an equal opportunity provider, employer, and lender." To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice), or (202) 720-6382 (TDD).

Exhibit 39A

collection accounts with a record of irregular payment with no satisfactory arrangements for repayment, or collection accounts that were paid in full within the last 6 months are indicators of unacceptable credit. IMC Credit reports an outstanding collection account in the amount of \$1080. Phone number: 317-849-6933.

In addition, a Merged Credit Report dated 10/13/2010, shows that there have been 11 mortgage delinquencies since 09/09. In limited circumstances, credit waivers may be granted for circumstances beyond an applicant's control when those circumstances are temporary in nature. The medical reasons for inability to make mortgage payments appear to be ongoing rather than temporary in nature; therefore, a credit waiver cannot be granted.

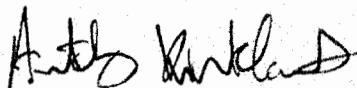
If one of the above reasons included an unacceptable credit history, please note that a residential mortgage credit report on you was obtained from CBCInnovis, Inc., 8 Parkway Center, Pittsburgh, Pennsylvania, 15220; telephone (877)237-8317. You may obtain a free copy of your credit report from CBCInnovis and dispute the accuracy or completeness of the report directly to CBCInnovis. While the report was provided by CBCInnovis, the decision to deny your request for assistance was made by this Agency and not CBCInnovis.

If you believe our decision is incorrect, or the facts used in this case are in error, you may challenge our decision. Please see the attached document.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this assistance is the Federal Trade Commission. If a person believes he or she was denied assistance in violation of this law, they should contact the Federal Trade Commission, Washington, D.C. 20580.

The Fair Housing Act prohibits discrimination in real estate related transactions, or in the terms of conditions of such a transaction, race, color, religion, sex, disability, familial status, or national origin. The federal agency that is responsible for enforcing this law is the U. S. Department of Housing and Urban Development. If a person believes that they have been discriminated against in violation of this law, they should contact the U. S. Department of Housing and Urban Development, Washington, D.C. 20410 or call (800) 669-9777.

Sincerely,



Anthony Kirkland
Area Director